

General Terms and Conditions of Purchase (GTCP)

1. Scope

- 1.1. These General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") are a component of the contract between MTP Messtechnik Produktions GmbH (hereinafter referred to as "Customer") and the supplier, service provider or contractor (hereinafter referred to as "Supplier") for the purchase of products, services and works (hereinafter referred to as "Product") by the Customer.
- 1.2. Any terms and conditions attached to or included with the Supplier's quotations, confirmations or similar documents shall not become part of the contract between the Customer and the Supplier and are expressly waived. The Supplier waives any right they may have under such terms and conditions unless the Customer has expressly agreed to this right.
- 1.3. The Supplier accepts the contract by explicit or implicit confirmation by way of complete or partial fulfilment of the purchase order.
- 1.4. These GTCP shall also apply to any future business relationships with the Supplier.

2. Inquiries, purchase orders and changes

- 2.1. The inquiries of the Customer are generally of a non-binding nature.
- 2.2. The Supplier's quotations are free of charge and valid for 60 calendar days from the date of submission.
- 2.3. Declarations are made by e-mail or electronic data exchange. The Supplier may accept a purchase order within 72 hours. Any later acceptance is considered a new offer, thus requiring acceptance by the Customer. The Customer may change or revoke the purchase order free of charge until acceptance.
- 2.4. The purchase order shall be carried out according to the Customer's specifications, otherwise according to the Supplier's service offering. The Supplier shall check the specification and the designated material regarding the intended purpose if it is known to them; if it is not, whether the these are suitable for the purposes for which such products are usually used. If the Supplier has any concerns in terms of usability, they shall inform the Customer immediately.
- 2.5. If the Supplier cannot meet the binding delivery date specified in the purchase order, they shall be obliged to notify the Customer immediately.
- 2.6. Changes to ordered products require the Customer's prior consent. If these affect the product's intended purpose or marketability, the Customer shall be entitled to terminate the contract.
- 2.7. The Supplier shall execute explicit change orders of the Customer. Prices, delivery modalities, as well as product specifications and documents, are agreed upon separately.
- 2.8. The Supplier shall be obliged to inform the Customer about the subcontractors involved in the service performance without undue delay upon justified request.

3. Service provision

- 3.1. The scope of performance due results from the purchase order and these GTCP.
- 3.2. The Supplier shall provide their service with regard to the product, its marketability and the manufacturing process in accordance with applicable legal requirements, the contractual obligations and the Customer's instructions in accordance with the usual quality and, subject to deviating individual agreements, recognized rules of technology. The Supplier shall be obliged to notify the Customer immediately if it becomes apparent that their service provision does not meet these specifications.

- 3.3. The agreed delivery date (goods receipt, completion of service provision or acceptance of works) is binding. In case of premature delivery, the Customer shall be entitled to store the products at their own premises or the premises of a third party until the agreed delivery date at the Supplier's expense and risk.
- 3.4. The Supplier shall be obliged to notify the Customer immediately as soon as they realise that they will not be able to meet the agreed delivery date and to state the reason, duration of the delay and the measures taken.
- 3.5. The rights of the Customer in the event of late delivery are governed by statutory provisions. Notwithstanding the foregoing, the Customer shall be entitled to claim a contractual penalty of 0.2 % of the net value of the goods per delayed working day but not more than 5 % of the net value of the goods. The contractual penalty shall be enforced with the final payment at the latest and shall be offset against any obligation to pay damages. There is no need to send a reminder.
- 3.6. The delivery shall be adequately packaged, provided with a delivery note containing all the required information and all other shipping documents, customs and import documentation, all of which show the correct article and order numbers of the Customer, during the Customer's regular business hours *DDP Nürnberg* (according to Incoterms 2010).
- 3.7. The Supplier shall bear the expenses incurred by the Customer for processing due to missing or incorrect documents, information or numbers, as well as the consequences of any delays resulting from this.
- 3.8. Risk and ownership shall pass upon making the products available at the transfer area in the incoming goods department designated by the Customer. In the case of works, the risk shall pass upon acceptance.
- 3.9. Regulations of the supplier regarding retention of title are not accepted.
- 3.10. The Supplier shall be responsible for the supplies and services required for their service performance, even through no fault of their own. They shall be solely and exclusively responsible for all claims made by their employees or subcontractors and pending lawsuits in connection with their service provision and shall indemnify the Customer against any claims to the extent permitted by applicable law.
- 3.11. The Supplier shall provide services essentially through their own sufficiently qualified staff. In their service provision, the Supplier shall owe a high standard of care and quality.
- 3.12. In addition to the duties to cooperate and collaborate expressly stipulated in individual contracts, the Supplier may only demand assistance from the Customer to the extent that such assistance is required for proper service provision and is reasonable for the Customer.
- 3.13. The Supplier warrants that the Products are not subject to any embargo regulations or export restrictions and that they do not employ or commission any persons or subcontractors who are subject to economic or financial sanctions or embargo regulations.

4. Quality and documentation

- 4.1. The Supplier warrants that they observe all applicable legal requirements, especially the RoHS Directive, the REACH Regulation and the conflict minerals regulations, the applicable occupational health and safety regulations and the applicable information, labelling, notification and registration requirements.
- 4.2. Before entering the contract, the Supplier shall expressly inform the Customer about applicable exceptional regulations according to the RoHS Directive as well as about the use of prohibited or restricted substances and exceeded threshold values and concentrations (SVHC) according to the REACH Regulation and shall immediately provide the relevant information and documentation. Otherwise, the Customer shall be entitled to withdraw from the contract.
- 4.3. In addition, the Supplier undertakes to observe human rights pursuant to the United Nations International Bill of Human Rights and appropriate labour and social standards in the sense of the ILO Declaration on Fundamental Principles and Rights at Work, as well as ecological, social and corporate sustainability, in their own business and along the supply chains, with the objective of

continuous improvement. The rights and obligations according to the Customer's Code of Conduct, as well as documents supplementing this, form an integral part of the contract.

- 4.4. The Supplier shall be obliged to notify the Customer immediately if circumstances become apparent that their service provision does not comply with the provisions of Clauses 4.1–4.3 or that the unrestricted marketability of the product may be impaired in any other way, which shall in all cases be deemed a material breach of contract.
- 4.5. The Customer shall, at their own expense, have an appropriate quality management system complying with the recognized rules for continuous quality testing of the products. The Customer shall be entitled to comprehensively inspect the implementation of the quality management system at the Supplier's business premises, which the parties shall usually agree on in advance.
- 4.6. The parties shall mutually agree on the details of safety standards, quality specifications and inspection measures, as well as corresponding documents and certifications.
- 4.7. The Supplier shall store test documentation as well as all documents pursuant to the REACH Regulation for ten years and, upon request, submit them to the Customer without delay and free of charge.
- 4.8. The Supplier shall submit in due time complete documentation and all required declarations, in particular proof of preferential origin, declarations of conformity and markings of the country of destination and safety data sheets.
- 4.9. The Supplier shall support the Customer in audits, in case of customer inquiries and tendering procedures, as well as compliance inquiries by providing the required information, in particular, with regard to certificates and information on product safety as well as compliance and sustainability of the Supplier and involved subcontractors.
- 4.10. The Supplier shall inform the Customer without delay if their ongoing examination reveals that the product no longer complies with the standard industry and product quality.

5. Prices and terms of payment

- 5.1. The prices agreed in the contract are binding and include, in particular, the documentation as well as all manuals, certifications, declarations and markings in connection with the products, the updates according to Section 327f German Civil Code (*BGB*) for digital products as well as the collection and disposal of all packaging incurred.
- 5.2. The Supplier shall be obliged to properly issue invoices with all required information.
- 5.3. The Customer shall settle invoices net within 60 days from acceptance of the complete delivery and receipt of the proper invoice.
- 5.4. The Supplier shall only be entitled to a right of set-off and retention with regard to legally established or undisputed claims. The Customer shall be entitled to withhold payments due on the basis of asserted claims arising from defective service provision.

6. Warranty and liability

- 6.1. The Supplier warrants that the products are free from defects and from third-party rights during the warranty period. The Supplier shall be fully responsible that the product meets the subjective and high objective requirements as well as the assembly or integration requirements and that the expected updates are provided.
- 6.2. The Supplier shall be liable to the Customer for material defects and defects of title of the products, including defective manuals and documentation, in accordance with the provisions of these GTCP and additionally in accordance with statutory provisions.
- 6.3. Beyond checking the quantity and type of the products delivered and carrying out an inspection for external defects or damage, the Customer shall not be obliged to carry out an immediate incoming goods inspection for any defects upon delivery of the products. The Customer shall notify defects within ten working days of their discovery.
- 6.4. The Customer has the right to demand supplementary performance from the Supplier within a reasonable period of time stipulated by the Customer and at the Supplier's expense in the form

of subsequent delivery of goods free of defects or rectification of defects. Otherwise, according to statutory provisions, the Customer shall be entitled to reduce the purchase price or to withdraw from the contract and shall be entitled to claim damages and reimbursement of expenses.

- 6.5. Insofar as it cannot be expected from the Customer or the Supplier refuses to do so or does not comply with the supplementary performance in due time or is not in a position to do so, the Customer shall have the right of self-execution at the Supplier's expense. If immediate action is required due to special urgency or to avoid disproportionately high damages, the Customer shall be entitled to do so even without prior notice or setting of a grace period.
- 6.6. If essentially similar products are delivered and if more than 3 % of the entire batch or delivery is defective, the Customer shall be entitled to reject and assert claims for defects for the entire batch or delivery without further notice. The Supplier waives the right to return the defective products in their entirety if they are no longer at the Customer's premises.
- 6.7. The warranty period shall be 24 months from the transfer of risk or complete service provision at the place of performance unless deviating individual agreements have been made, or statutory provisions stipulate a longer period.
- 6.8. For products repaired or overhauled under warranty, the warranty period shall recommence upon complete fulfilment of the claims for supplementary performance.
- 6.9. The statutory claims from the supplier recourse, in particular, according to Sections 327u, 445a para. 1 and 478 f BGB shall be available to the Customer without restriction.
- 6.10. The limitation period for a defect shall be suspended from the time of its notification until the completion of subsequent performance or acceptance.
- 6.11. If third parties assert a claim against the Customer in connection with defective products on the grounds of product liability or other legal grounds, the Supplier shall indemnify the Customer upon the first request against any damage resulting from the claim.
- 6.12. Even before third parties make claims on the grounds of product liability, the Customer shall be entitled to take all necessary steps at the Supplier's expense to prevent the occurrence and assertion of impending product liability claims that can be traced back to the supply of defective products, of which they shall inform the Supplier immediately as far as possible and reasonable. Any further legal claims remain unaffected.
- 6.13. The Supplier shall be obliged to maintain product liability insurance with adequate coverage for the designated destination countries and to provide evidence thereof upon request.
- 6.14. The Customer's liability for damages for unjustified requests to remedy defects shall be limited to intent and gross negligence.

7. Spare parts

- 7.1. The Supplier shall ensure at their own expense that they are still in a position to maintain repair and recalibration services as well as the supply of spare parts, including spare parts documentation for the product, for a period of up to eight years after discontinuation of the product.
- 7.2. The provisions of Clause 6 of these GTCP shall apply mutatis mutandis to spare parts.

8. Industrial property rights and rights of third parties

- 8.1. The Supplier warrants that the products and their components are free from third-party rights, in particular, industrial property rights, or that they own the required rights or are authorised to grant them, and that they transfer an irrevocable, non-exclusive, transferable, sub-licensable and royalty-free right to use the products, unlimited in time and space. At the request of the Customer, the Supplier shall name all industrial property rights and applications for industrial property rights known to them which they use in connection with the product.
- 8.2. If the Supplier discovers that property rights could be violated, they shall inform the Customer immediately.
- 8.3. If a third party makes a claim against the Customer on grounds of violations of rights in connection with the use of the product for which the Customer is not responsible, the Supplier shall be obliged

to indemnify the Customer immediately against such claims, reimburse the Customer for any costs incurred in this context and implement the required measures to ensure that the product is free from third-party rights. Any further legal claims remain unaffected.

9. Termination and withdrawal

- 9.1. The Customer shall be entitled to terminate the contract if they are no longer able to use the ordered products due to circumstances arising after the conclusion of the contract, in which case they shall compensate the Supplier for any partial performance already rendered.
- 9.2. Either party shall be entitled to terminate the contract in writing or to withdraw from it in part at any time without notice if there is good cause which makes the continuation of the contractual relationship unreasonable. Good cause shall exist for the Customer in particular if:
 - 9.2.1. the Supplier violates essential contractual obligations;
 - 9.2.2. the economic situation of the Supplier deteriorates or threatens to deteriorate significantly, and the fulfilment of their obligations appears to be in danger as a result;
 - 9.2.3. there is no adequate quality management or
 - 9.2.4. the Supplier repeatedly delivers a considerable extent of defective goods.
- 9.3. If the Supplier grants the Customer a license with continuing obligation character in connection with the contract, the parties agree upon conclusion of the contract that, in the event of termination pursuant to Section 9.2.2, all rights of use and exploitation of the licensed object shall pass to the Customer against payment of a one-time fee at a usual market price.
- 9.4. In all other respects, the statutory provisions on termination and cancellation shall apply.

10. Confidentiality

- 10.1. The parties shall keep business and trade secrets of the respective other party strictly confidential, protect them from unauthorised access and shall not disclose or make them available to any third party, with the exception of affiliated companies within the meaning of Section 15 German Stock Corporation Act (*AktG*) and consultants who are subject to professional secrecy, without consent, legal obligation or court or official order, and shall use them exclusively for the performance of the contractual service.
- 10.2. The obligation to maintain confidentiality shall apply during the performance of the contract and for three years beyond its termination.

11. Data protection

- 11.1. The parties are obliged to comply with the applicable data protection regulations.
- 11.2. The parties agree that the other party and affiliated companies within the meaning of Section 15 AktG may process personal data obtained in connection with the business relationship to the extent permitted by law.

12. Final provisions

- 12.1. Subject to deviating individual agreements, ancillary agreements, amendments, and supplements must be made in writing. This also applies to the requirement of the written form.
- 12.2. The uniform place of performance for all deliveries, services and payments is Nuremberg.
- 12.3. The exclusive place of jurisdiction is, as far as legally permissible, Nuremberg.
- 12.4. Insofar as legally permissible, the laws of the Federal Republic of Germany shall apply to the exclusion of national conflict of laws, private international law (IPR), and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.5. If any provisions of this contract are or become invalid or void, this shall not affect the validity of the rest of the contract. The parties will attempt to replace such a provision with a valid one which corresponds as closely as possible to the meaning and purpose of the original provision. The same applies to any loopholes.

Nuremberg, 01 May 2022
Gossen Metrawatt GmbH