

1 Applicability

(a) The following "General Terms and Conditions of Purchase" ("GTCP") shall apply to purchase orders placed by **capilla** Schweissmaterialien GmbH (hereinafter referred to as the "Customer") stated in the CONTRACT /purchase order (hereinafter referred to as the "CONTRACT") with its contractors (hereinafter referred to as the "Contractor") as an agreed part of the contract.

(b) In the case of prolonged contractual relationships (limited or unlimited continuous obligations) applicability of the GTCP shall also extend to future contractual relationships with the relevant Contractor.

(c) Applicability or inclusion of general terms and conditions of the Contractor shall be excluded independent of the specific regulations of the same. They shall only apply if they have been expressly accepted by the Customer in writing.

2 Conclusion of contracts

(a) Legally binding purchase orders of the Customer shall exclusively be placed by the Customer's department in charge (usually the purchasing department) in written or text form (this shall include but not be limited to electronic data interchange, email or fax).

(b) In the case of a binding offer of the Contractor the CONTRACT between the Customer and the Contractor shall come into effect upon the Customer's purchase order. In all other cases the CONTRACT shall come into effect upon availability of the relevant acknowledgment of order by the Contractor in compliance with the regulations below.

(c) Purchase orders placed by the Customer must be confirmed in writing by the Contractor by means of an order confirmation using the Customer's corresponding sample within 1 working day after the order has been sent to the Customer or (except in cases where an offer is already binding) rejected by the Contractor within the same period. Until the actual receipt of an unconditional order confirmation or within this 1-day period, the Customer is entitled to withdraw the order without giving reasons and free of charge. The Contractor must be informed of this immediately by the Customer. The Customer reserves the right to reject order confirmations that he receives after the 1-day period has expired. If the Contractor does not expressly reject the order within the 1-day period mentioned, or if the Contractor can be seen to begin with corresponding execution actions, the Customer's order, including the present GTCP, shall be deemed to have been accepted in full and the CONTRACT thus concluded, unless, the client makes use of his right of refusal mentioned above.

(d) The Contractor may only rely on modifications of, amendments or additions to the purchase order if they were expressly ordered in writing or confirmed in writing by the Customer's department in charge. Where modifications, amendments and/or additions are ordered in a different way or by a different department of the Customer and/or where it cannot be seen without doubt that they have been made in agreement with the Customer's department in charge, the Contractor shall in any case immediately notify the Customer's department in charge in written or text form and obtain a confirmation in written or text form in this respect. Otherwise the Customer shall be entitled to regard such modifications, amendments or additions as not agreed in a legally binding manner. In that case all resulting costs and disadvantages shall be borne by the Contractor.

(e) The Contractor confirms that, on his part, only persons who are sufficiently authorised to make legally binding statements on behalf of the Contractor will be used to process the purchase order and to perform the contract.

(f) In the Contractor's correspondence with the Customer the purchase order number shall always be stated.

3 Scope of delivery and service, delivery and service periods/dates, execution**3.1 Scope of deliveries and services ("Deliveries/Services")**

(a) Our contractual obligations to cooperate and/or to provide material/staff are listed exhaustively in the CONTRACT. Accordingly, the Contractor shall provide the agreed Deliveries/Services (including a complete documentation as defined in these GTCP and/or the contractual agreements) properly, at the agreed time, completely and for the agreed, fixed lump sum (= guaranteed maximum price; reductions and savings shall be deducted for the benefit of the Customer).

(b) In this regard, the Contractor is obliged, with regard to the contractual purpose to be clearly achieved, in the absence of any expressly agreed cooperation and provision obligations on our part, to take all (additional) measures required for the proper fulfillment of the scope of Deliveries/Services without being asked and without delay and to take the necessary measures in this regard without additional costs for the Customer to provide additional Deliveries/Services, even if these were not explicitly listed in the order/Contract documents or were not included in the original calculation by the Contractor.

(c) Any prices for cost-plus work that may have been agreed shall also be fixed and shall exclusively be charged as incurred upon the Customer's prior order.

(d) Unless otherwise agreed in writing, any quotations prepared by the Contractor are free of charge and binding for the Contractor.

(e) To perform the agreed Deliveries/Services, the related duties/obligations and, in particular, to ensure smooth processing of the purchase order, proper and quick assembly/putting into operation, as well as trouble-free, continuous industrial operation the Contractor shall, among other things, carefully check the contents of the documents underlying the purchase order, including but not limited to the technical specifications of the purchase order, for completeness, suitability and absence of errors and immediately point out any noticeable problems in this connection to the Customer. In addition, the Contractor shall also inform himself about the actual conditions on the site and regarding installation and operation at the place of operation/assembly of the Deliveries/Services as to whether functionality and performance capability of the Deliveries/Services for the identifiable designated purpose under the given framework conditions are ensured. For that purpose the Customer shall grant the Contractor reasonable access to the relevant sites and places/parts of operations within normal office hours upon the Contractor's timely prior request.

(f) When performing the agreed scope of Deliveries/Services, the Contractor must also comply with all statutory regulations/regulations applicable at the place of performance of the Deliveries/Services, the state of the art and the technical standards/norms applicable to the respective scope of Deliveries/Services as a minimum requirement or to fulfill. Agreements in the

CONTRACT that go beyond this with regard to technical specifications and execution standards remain unaffected.

(g) Complete fulfillment of the agreed scope of Deliveries/Services also includes, in particular, the effective transfer of unrestricted, unencumbered ownership and the provision of unrestricted power of disposal with regard to all parts of the Deliveries/Services, including all those necessary for commissioning, permanent operation and ongoing maintenance/repair or any other rights, documents/documentation agreed upon. Unless otherwise agreed in writing, the papers/documentation must be delivered in at least German and English. The Contractor shall grant the Customer appropriate, non-exclusive rights of use to these documents/documentation (including any source codes) that are unrestricted in terms of time, place and content and freely transferable and sublicenseable within the **capilla**-group, so that unrestricted usability of the Deliveries/Services (including commissioning, maintenance/repair, partial or complete new production as part of a necessary replacement investment with the involvement of third parties) is guaranteed. When using the aforementioned rights, the Customer will take into account the legitimate interests of the Contractor with regard to know-how protection.

(h) The Contractor is not entitled to have the service owed provided by third parties (e.g. subcontractors) without the Customer's prior written consent.

3.1 Periods and dates of delivery/service, measures in the case of delays/default

(a) The time of fulfillment is generally the time of complete fulfillment of all contractual and legal obligations/obligations of the Contractor in connection with the scope of delivery and services in accordance with the order specifications, their order bases (in particular the binding offer, technical specifications, etc.) and the present GTCP.

(b) All agreed periods/dates of Deliveries/Services (including but not limited to production/manufacturing plans, dates as per the payment schedule, etc.) shall be binding and must be strictly observed by the Contractor. Unless otherwise agreed in writing, any delivery periods that may have been fixed in the purchase order shall commence on the date the purchase order is sent by the Customer. If no specific periods/dates for Deliveries/Services are stated in the purchase order, the Contractor shall provide the Deliveries/Services immediately after conclusion of the contract and complete them without delay. If the Contractor notices that observance of the agreed periods/dates of Deliveries/Services or other deadlines that may have been agreed might be at risk, he shall immediately notify the Customer thereof in written or text form and state the reasons and the expected duration of the delay/default. Concurrently he shall advise the Customer of necessary and suitable measures to prevent or reduce the imminent default/delays and implement the same.

(c) If the Contractor is already in default with the fulfillment of his contractual obligations (in particular with regard to agreed delivery and service deadlines/dates and other agreed deadlines) or if the occurrence of such a delay is already foreseeable due to the specific course of the project, the Customer shall e.g. be entitled to subject the Contractor's activities associated with the performance of the Deliveries/Services to an appropriate, accompanying check, to enter the relevant production facilities and other premises of the Contractor if necessary and after prior notification and to have the contractor carry out the necessary inspections, to demand reasonable measures to prevent/shorten (further) delays in the fulfillment of the agreed Deliveries/Services.

(d) Both the delay itself and the non-performance of required, necessary and appropriate measures to shorten/prevent (further) delays by the Contractor each constitute a material breach of contract, which e.g. entitled, after the unused expiry of a (at least actually granted) reasonable period of grace, to withdraw from the CONTRACT in whole or in part at our discretion and to demand compensation. Alternatively, we can take on the measures required to fulfill the scope of Deliveries/Services at the expense and risk of the Contractor.

3.3 Execution and subsequent changes to the Deliveries/Services, closing down of (parts of) plants, delays caused by the Customer

(a) The execution of the Deliveries/Services must be carried out by the Contractor with special consideration of our interests, in particular in connection with technical requirements of production and the necessity of our undisturbed, continuous industrial operations. The principles of efficiency, expediency and ease of maintenance are to be observed by the Contractor to a reasonable extent, particularly in the planning and technical execution of his Deliveries/Services, so that the corresponding Deliveries/Services can be used by the Customer as cost-effectively and permanently as possible and ongoing expenses for repair/maintenance/replacement procurement within the contractually agreed scope, but at least the extent that can reasonably be expected according to the state of the art.

(b) Subsequent modifications/supplements to the agreed Deliveries/Services (e.g. amended technical specifications etc.), which

I.) are not assigned to the sphere of responsibility of the Customer or

II.) have not been expressly commissioned by the Customer in derogation of the original contract,

in any case require express consent of the Customer and, unless otherwise agreed in writing, must not cause any additional costs for the Customer, in particular with regard to continuous industrial operation and ongoing repairs/maintenance/replacement and the procurement of spare (parts).

(c) Administrative or statutory changes that subsequently lead to a change/supplement to Deliveries/Services are to be assigned to the area of responsibility of the Contractor and, as a result, cannot be charged to the Customer as additional costs.



(d) Insofar as it is necessary for the performance of the Deliveries/Services to shut down systems/system parts, even if only partially, the Contractor must inform the Customer of this as soon as possible (if possible at the time the contract is concluded). Closing down of plants or parts of plants is only possible in agreement with the Customer and only to the extent that is absolutely necessary.

(e) Insofar as the agreements result in deadline conditions or obligations to cooperate for the Customer, these are to be fulfilled by the Customer properly and in particular on time. However, the Contractor can only invoke delays in the provision of its Deliveries/Services, which are demonstrably caused by the Customer, if he requests the Customer in due time in writing or in text form and with a corresponding, reasonable grace period to fulfill its deadlines/obligations to cooperate. This also applies if a specific or determinable calendar time has been agreed for the service.

(f) In the event of delays that have been demonstrably caused by the Customer in the above sense, the agreed delivery and service periods/dates shall be postponed by a maximum of the period of the delays for which the Customer is demonstrably responsible, with the Contractor having an appropriate obligation to minimize delays at the same time.

(g) Any resulting, exclusively direct additional costs on the part of the Contractor must be submitted to the Customer by the Contractor immediately, but no later than 4 weeks after our delays have ceased and the Contractor has duly continued to provide the goods and services. Otherwise there is no right to reimbursement of the additional costs concerned.

3.4 Suspension & cancellation

(a) **Suspension:** The Contractor agrees to temporarily interrupt (in whole or in part) the fulfillment/execution of Deliveries/Services for a total period of up to 12 months, whereby the first 6 months of the interruption are free of charge and the Contractor has no claims in this regard of any kind can be asserted against the Customer.

(b) For the period of interruption that is not free of charge, the Customer shall reimburse exclusively direct additional costs of the Contractor (but no lost profit or actual loss suffered in the form of lost earnings) exclusively caused by the suspension in connection with the final invoice for the transaction, provided that the Contractor has provided the Customer with sufficient evidence of such costs within four (4) weeks of termination of the suspension.

(c) The contractor is obliged to keep the costs resulting from the interruption as low as possible and to continue the provision of Deliveries/Services immediately after the end of the suspension.

(d) **Cancellation:** The Customer shall be entitled to cancel the order/the agreed Deliveries/Services in whole or in part at any time and without giving reasons. In this case, the Customer shall pay to the Contractor an appropriate, proportionate part of the agreed contract price for the Deliveries/Services that have already been fulfilled/completed and handed over or ready for handover at the time of our declaration of cancellation, concurrently with handover and transfer of unrestricted ownership. Any further claims of the Contractor are excluded.

4 Packaging, shipping, delivery, shipping documents, export permits

(a) Shipments shall be packed in accordance with the respective product properties, the specific freight and delivery conditions for which the Contractor is responsible and the relevant individual requirements.

(b) The packing must comply with the legal regulations applicable in the EU and in particular in the country of delivery and shall be designed in a form that is as appropriate as possible, particularly environmentally friendly and easy to remove.

(c) At Customer's request, packing materials are to be taken back/disposed of by the Contractor free of charge after the delivery has been made.

(d) If packing materials are to be disposed of by the Customer as special waste, the resulting costs are to be borne by the Contractor.

(e) Within the framework of environmental protection, the Contractor is obliged to carefully and at its own expense dispose of and/or take back all waste and special cases that arise during, during or as a result of the delivery of the products, in compliance with the applicable laws and regulations.

(f) The Contractor is obliged to monitor compliance with the preceding provisions using a suitable management system.

(g) Unless otherwise specified in the order, delivery shall be effected at the agreed lump-sum price (see point 3.1(a) and 6(a)) and during normal business hours DDP in accordance with Incoterms® 2020 - unloaded at the named destination or named construction site on the Customer's premises.

(h) Unloading shall always be effected in coordination with the Customer and without unnecessary delay.

(i) All costs and risks associated with the transport (in particular with regard to transport insurance, export control permits, customs clearance, special and dangerous goods transport, special transport measures, etc.) shall be borne by the Contractor, unless otherwise agreed in writing.

(j) Appropriate, customary shipping documents (esp. delivery note and commercial invoice in accordance with point 6(e)) shall be enclosed with each delivery, specifying in particular the scope of delivery, the specific recipient of the delivery at the Customer and the order number.

(k) Insofar as it is necessary in individual cases or requested by the Customer, the Contractor shall provide correspondingly valid proof of preference or any information regarding export control law export license regulations (e.g. ECCN/AL number etc.).

(l) Special packaging/dispatch/documentation and delivery conditions that go beyond this may result from the respective order.

(m) All damage/additional costs resulting from non-compliance with the packaging/dispatch/documentation and delivery conditions mentioned or other conditions agreed in writing must be compensated for or borne by the Contractor.

5 Transfer of risk and perils, transfer of ownership

(a) The transfer of risk and perils takes place in accordance with the agreed Incoterms® clause.

(b) The transfer of ownership with regard to the Deliveries/Services (in particular also with regard to documentation including the transfer of corresponding rights of use in accordance with point 3.1(g)) takes place, unless otherwise agreed in writing, in principle at the same time as the transfer of risk and perils or, if partial payments have been agreed, in any case for the relevant part of the Deliveries/Services at the latest with corresponding payment (possibly also by means of offsetting) of the payment rate agreed for

this part and provided that the time of payment is before that of the transfer of risk and perils according to the agreed Incoterms® clause.

(c) Insofar as the Contractor's scope of Deliveries/Services also includes setting up, installation, assembly and/or putting into operation, in the absence of any agreement to the contrary, the transfer of ownership shall already take place with the corresponding delivery of the respective (partial) scope of delivery in accordance with the agreed Incoterms® clause, the transfer of risk and perils, however, at the earliest with unconditional acceptance of the entire scope of Deliveries/Services in accordance with the provisions in the CONTRACT.

(d) Insofar as the Customer has already made a down payment in advance, the Customer acquires the right to obtain unrestricted ownership of plant parts and components that have already been installed or are already in the area of influence of the Contractor (including any already existing scope of documentation) to be transferred (entitlement). Any further security rights of the Customer remain unaffected.

(e) In order to avoid seizure or other impairment of this property/these co-ownership shares or expectant rights of the Customer by third parties or by official measures, the Contractor is obliged to take all legally permissible measures to prevent this (identification as property of the Customer, separate storage etc.). Should a garnishment or other impairment of the rights of the client nevertheless take place, the contractor is obliged to inform the client immediately in writing of these circumstances and to indemnify and hold the client harmless.

(f) The Contractor also assures that Deliveries/Services are free from retention of title and/or restrictions on disposal of any kind.

6 Prices, terms of payment, invoicing, offsetting

(a) Unless otherwise agreed in writing, all prices for Deliveries/Services are fixed lump-sum prices (see point 3.1(a)) including all taxes, fees and charges (but excluding value added tax (or similar excise taxes)), based on DDP Incoterms® 2020 Customer's premises (see point 4(g)) including all costs for packaging, shipping, transport, customs clearance, documentation, rights of use, CE marking (if applicable), technical inspection, appropriate painting and corrosion protection, marking/signing as well as assembly, commissioning and acceptance.

(b) The agreed price basis and the agreed conditions for the Deliveries/Services (e.g. project discount) shall upon Customer's request also apply to follow-up orders/extensions/supplements and the ordering of spare, wear and operating parts for the Deliveries/Services.

(c) Unless otherwise expressly agreed in writing, payments by the Customer shall be made after full and proper fulfillment of all contractual and legal obligations/duties of the Contractor (see in particular point 3) within 45 days of receipt of the correct invoice with a 2% discount or within 90 days after invoicing without deduction of discount.

(d) The statutory regulations apply to the customer's default in payment.

(e) Invoices are to be submitted to the Customer at least in duplicate with a copy of the shipping notice or the delivery note. In any case, the Contractor's invoices must meet all the requirements of § 14 (4) of German Value Added Tax Act (Umsatzsteuergesetz/UstG) and state a valid sales VAT identification number of the Contractor. Electronic invoices must comply with the relevant legal regulations and also require the prior consent of the Customer. Invoices that are not submitted properly or electronic invoices submitted without the Customer's consent can be rejected by the Customer.

(f) The Customer is entitled to offset against all claims that the Contractor is entitled to against the Customer or that the Customer is entitled to against the Contractor or a company affiliated with it and which have been assigned to the Customer, even if they are not of the same type and are not due. This shall apply independent of the legal basis of the respective liabilities or claims. An offsetting of the Contractor with counterclaims from the same business case or other business cases is excluded, insofar as these counterclaims have not been legally established by a court or have not been contested by the Customer.

7 Collateral, insurance

(a) **(I)** In order to secure the claims for defects the Customer is entitled to retain 10% of the net final invoice amount, insofar as this has been agreed in writing between the Contractor and the Customer. The Customer must inform the Contractor of the amount retained in each case and pay it into a blocked account at a bank to be selected at reasonable discretion within 18 working days of this notification. The Contractor is not entitled to interest.

(II) Withholding of 10% of the net final invoice amount by the Customer can be replaced by submitting a warranty bond from the Contractor.

(III) The warranty bond must meet the following requirements: The guarantor must be a credit institution or credit insurer approved in the European Union, Switzerland, Iceland or Norway. The declaration of suretyship must be given for an unlimited period, in writing and waiving the plea of advance action. The right to deposit must be excluded. Furthermore, the guarantor must declare that the law of the Federal Republic of Germany applies exclusively to disputes arising from such a guarantee and that the place of jurisdiction at the discretion of the Customer is the building project or the registered office of the Customer. Furthermore, he has to declare that the guarantee claim does not become time-barred before the secured main claim.

(IV) The Customer must return any unused security for claims for defects after the agreed limitation period for claims for defects has expired. If, however, his asserted claims have not yet been fulfilled at this time, he may withhold a corresponding part of the security.



(b) The Contractor is obliged to take out the appropriate insurance necessary for the business in question and to maintain it until the end of the warranty or guarantee period and to provide the Customer with meaningful confirmations of insurance (in particular with regard to the scope/amount of coverage and exclusions of coverage) at the Customer's request. To be submitted prior to the start of the fulfillment of the order. Otherwise, the Contractor is in culpable default and the Customer is entitled, regardless of other claims and rights against the Contractor, to prohibit the Contractor from providing the Deliveries/Services until an acceptable insurance confirmation has been submitted, at the expense and risk of the Contractor, or at its discretion to take out appropriate insurance at the expense of the Contractor or to withdraw from the CONTRACT.

(c) In these cases, the Contractor shall indemnify and hold the Customer harmless. However, existing insurance policies do not in any way limit any liability or other obligations of the Contractor.

8 Disruptions in performance: delay in delivery, warranty

8.1 Delay in delivery

(a) If the Contractor defaults on the fulfillment of its contractual obligations (in particular with regard to agreed Deliveries/Services periods/dates and other agreed dates) (non-performance/poor performance), the Customer is entitled to do so regardless of all other rights and claims to which it is entitled, after setting a short but appropriate grace period (whereby the actual granting of the grace period by the Customer is sufficient), at his own discretion, to withdraw from the CONTRACT in whole or in part, to demand compensation for the damage/additional costs caused as a result and to carry out the necessary substitute measures at the expense and risk of the Customer to be carried out or to be carried out by the Contractor by third parties or by way of self-performance.

(b) In this regard, the Contractor is obliged to provide any materials, information, documentation components (in particular workshop drawings, calculations) and rights of use etc. that are absolutely necessary for the implementation of the replacement/self-performance and the achievement of the purpose of the CONTRACT free of charge.

8.2 Contractually modified warranty, obligation to inspect and give notice of defects, deadlines, remedy of defects, substitute performance

(a) The Contractor guarantees that the Deliveries/Services are carried out in the contractually agreed manner and are and remain free of material and legal defects of any kind both at the time of handover and throughout the warranty period and in this regard the usually assumed and in particular have the specially required properties.

(b) Moreover, the Contractor expressly warrants that his Deliveries/Services will meet all agreed conditions and requirements in accordance with clause 3 of these GTCP throughout the warranty period.

(c) Furthermore, the Contractor warrants the correctness and completeness of his engineering, consulting and documentation services in the above sense as well as the correctness and completeness of verbal and/or written instructions in cases of personnel secondment. Accordingly, the Contractor is liable for the actions of the Customer and/or third parties based on such instructions.

(d) If the place of designated use/provision of the Deliveries/Services is outside of Germany, the Deliveries/Services shall, in addition to the requirements contained in this point and in point 3, comply in particular with norms, regulations and standards as applicable at the place of execution of the order or the designated use.

(e) Normal wear and tear and damage due to improper/incorrect use of the Deliveries/Services by the Customer are expressly excluded from the scope of the warranty.

(f) The burden of proof for the non-existence of a defect occurring/arising during the warranty period within the meaning of these GTCP shall be borne by the Contractor.

(g) The statutory provisions (§§ 377, 381 German Commercial Code [HGB]) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: the duty to inspect is limited to defects that are evident during the incoming goods inspection with an external assessment including the delivery documents (e.g. B. transport damage, incorrect or short deliveries) or are identified in the Customer's quality control in the random sample procedure. If acceptance has been agreed, there is no obligation to inspect. It also depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The Customer's obligation to give notice of defects for defects discovered later remains unaffected. Irrespective of the obligation to inspect, the Customer's complaint (notification of defects) is considered to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

(h) With respect to the judicial assertion of warranty claims arising within the warranty period, a limitation period of 24 months after the expiry of the warranty period specified under point 8.2(12) applies.

(i) The Contractor shall remedy any defects that occur/appear within the warranty period free of charge within a short but reasonable period of time at the Customer's option by improvement/replacement delivery/subsequent performance. When remedying the defect, the Contractor must take into account the legitimate interests of the Customer, especially in connection with the production-related requirements and the need for undisturbed continuous industrial operation.

(j) Irrespective of the fundamental priority of the rectification or replacement delivery, the possibilities/remedies of price reduction and withdrawal also remain at the Customer's reasonable discretion.

(k) In case of minor defects (costs of repair less than EUR 10,000.00 per individual case) or in the case of those whose repair cannot be delayed (imminent danger), the Customer is entitled to immediately repair these himself at the expense and risk of the Contractor to eliminate/remedy or to have eliminated/remedied by a third party, whereby warranty claims remain unaffected by this, insofar as the relevant remedy of the defect was fundamentally carried out professionally. The Customer is obliged to ensure that the costs incurred are appropriate and verifiable for such work to remedy defects.

(l) The warranty period in the above sense for moveable items is 24 months from the time of the complete fulfillment of all contractual and legal duties/obligations of the Contractor and unconditional taking delivery or (if contractually agreed) unconditional acceptance of the Deliveries/Services by the Customer for immovable property 60 months after the dates just described.

(m) Insofar as a special acceptance of the Deliveries/Services has been agreed, this may not be unjustifiably/unfairly refused or delayed by the Customer.

(n) For hidden defects and defects of title, the warranty period begins at the earliest when they become noticeable. In the event of a subsequent improvement, replacement delivery, repair or subsequent performance, the warranty period for the relevant Deliveries/Services begins to run again after the defect has been successfully rectified.

(o) In addition, the warranty period for the entire scope of Deliveries/Services starts to run anew if there is a defect that significantly restricts or prevents the functionality or use of the Deliveries/Services.

(p) The warranty period in the above sense ends no later than 48 months after the original start of the warranty period for the Deliveries/Services. The warranty period, including the 48-month period just mentioned, is interrupted by downtimes/periods of non-usability for the entire Deliveries/Services caused by the Contractor or caused by defects. This applies in particular to times when work to remedy defects is being carried out.

(q) In addition to claims for defects, the Customer is entitled without restriction to the statutory recourse claims of the Customer within a supply chain (supplier recourse in accordance with §§ 478, 479 German Civil Code [BGB]). In particular, the Customer is entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from the Contractor that the Customer owes its own customer in the individual case. The statutory right to choose (§ 439 (1) German Civil Code [BGB]) of the client is not restricted by this.

(r) Before the Customer recognizes or fulfills a claim for defects asserted by its customer (including reimbursement of expenses in accordance with §§ 478 (2), 439 (2) German Civil Code [BGB]), the Customer will notify the Contractor and, with a brief description of the facts, request a statement in writing or ask in text form. If the statement is not made within a reasonable period of time and if no amicable solution is brought about between the Customer and the Contractor, the claim for defects actually granted by the Customer is deemed to be owed to the Customer; in this case, the Contractor is responsible for proof to the contrary.

(s) The Customer's claims from supplier recourse also apply if the goods are sold to a consumer by the Customer or a customer of the Customer, e.g. by installation into another product.

(t) Any other rights to which the Customer may be entitled arising from the defectiveness of the Deliveries/Services remain unaffected by this.

9 Damages, Product Liability, Indemnification

(a) The Contractor shall be liable within the framework of the statutory provisions (including the product liability provisions) for damage caused by him (or persons attributable to him).

(b) The contractor shall be liable for his subcontractors as well as for his suppliers as for himself, regardless of the respective influence on the provision of the Deliveries/Services.

(c) Limitations of liability are not agreed.

(d) Insofar as third-party claims are asserted against the Contractor due to defective deliveries by the Customer under national/international product liability laws, the Contractor shall indemnify and hold harmless the Customer in this regard. The same applies in principle to any claims made against the Customer by third parties due to culpable actions and/or omissions by the Contractor or persons attributable to him.

(e) As part of his indemnification obligation, the Contractor shall reimburse expenses stated in §§ 683 & 670 German Civil Code [BGB] that result from or in connection with claims by third parties, including recall campaigns effected by us.

(f) The Customer shall inform the Contractor - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment.

(g) Further legal claims remain unaffected.

(h) The Contractor shall take out and maintain product liability insurance with a coverage amount appropriate to the business and acceptable to the Customer.

10 Foreign Trade Law

(a) The Contractor is obliged to provide the Deliveries/Services in compliance with the applicable requirements of national and international import, export, customs and foreign trade law (hereinafter jointly referred to as "Foreign Trade Law"). Accordingly this also shall apply to the purchase and use of goods, products and services (including the purchase or use of software and technical support) by the contractor for the manufacture or other preparation for or the actual provision of Deliveries/Services to the Customer (hereinafter "Prematerial").

(b) Prior to Deliveries/Services are provided, the Contractor shall inform the Customer in writing, without being requested, if the Deliveries/Services, the Prematerial, its components or ingredients (in whole or in part) originate in countries that are on a relevant sanctions list or which are subject to other restrictive measures according to applicable foreign trade law (hereinafter jointly referred to as "Restrictions"), also with regard to the intended later use by the Customer or the place of use, insofar as these are known to the Contractor. In such a case, the Customer has the right to demand from the Contractor and at his expense such Deliveries/Services, which are not subject to any Restrictions. In particular, the Contractor may only use such natural or legal persons (including subcontractors) (hereinafter referred to as "Agents") to provide Deliveries/Services who are not listed in relevant national or international sanctions lists or, due to the applicable foreign trade law, may not be used within the scope of the provision of Deliveries/Services to the Customer



(c) The Contractor acknowledges the need to inform the Customer regularly and immediately, in the case of resale, in the case of export or shipment of the Deliveries/Services before the Deliveries/Services are provided, and in the case of a long-term business relationship accordingly, for its processing and use communicate information and data in writing that the Customer requires for compliance with the applicable foreign trade law; including but not limited to: information about restrictions; Export Control Classification Number according to U.S. Commerce Control List (ECCN); export list numbers; commodity code and HS ("Harmonized System") codes; country of origin (non-preferential origin); Contractor declarations of preferential origin (for European Contractors) or certificates of preference (for non-European Contractors); as well as all data and information requested by Customer from time to time.

(d) The Contractor shall inform the Customer immediately in writing if he becomes aware of violations (his own and those of his Agents) against the provisions of this section or the applicable foreign trade law.

11 Quality and environmental management, REACH, RoHS 2, Conflict Minerals

(a) The Contractor is obliged to apply the quality and environmental management principles of the relevant standards ISO 9001, ISO TS 16949 (relevant for automotive-related subcontractors) and/or ISO 14001 or EMAS when performing his Deliveries/Services.

(b) The Contractor shall ensure that the obligations mentioned are also observed at the level of its vicarious agents/subcontractors in a suitable form.

(c) The criteria of energy efficiency and greenhouse gas efficiency are also taken into account in the procurement process of energy-related goods. At our request, the Contractor shall provide additional data, such as information on consumption, the product life cycle (LCA) and corresponding classifications according to efficiency classes.

12 Confidentiality, Marketing

(a) The Contractor undertakes to treat confidentially all **capilla** data that become known to him as a result of the business relationship with **capilla**. **capilla** data is all information that can be assigned to the company **capilla** or one of its employees, regardless of whether the data is subject to the protection of the laws applicable to the Contractor.

(b) Any handling of **capilla** data that is not absolutely necessary for the fulfillment of legal or contractual obligations is prohibited to the Contractor. This applies in particular to the transmission of **capilla** data to third parties or their use for marketing purposes.

(c) Insofar as the transmission of **capilla** data is absolutely necessary for the fulfillment of the contract, the Contractor may only transmit **capilla** data to third parties whom he has contractually obliged to comply with the obligations arising from the GTCP.

(d) The Contractor is liable to the Customer for compliance with the obligations of the GTCP by the recipient of the transmission.

13 EC declaration of conformity, Declaration of incorporation, Product safety, Putting into the stream of commerce, CE marking

(a) The Contractor assures that all of its Deliveries/Services comply with all applicable EU (EC) directives, harmonized standards and German law, which can be verified and verified at any time. This also applies to Deliveries/Services imported from non-European countries.

(b) The Contractor creates all the technical documentation that is required in the EU (EC) directives applicable to Deliveries/Services and the German provisions implementing these directives, such as hazard analyses, risk assessments, operating instructions, validation documents, declarations of manufacturer/incorporation/conformity, etc., and shall immediately hand over these documents in German to the Customer with the Deliveries/Services.

(c) The Contractor shall notify the Customer in writing, correctly and in German with its Deliveries/Services of any data required for CE certifications that are still to be carried out and all safety-related facilities and measures that are still to be fulfilled.

(d) In the event of non-fulfillment of these contractual conditions, the Contractor shall be liable for all costs and damages in connection with the Contractor's Deliveries/Services and the Contractor shall fully indemnify and hold the Customer harmless against third parties, in relation to all of them, for whatever legal reason always made demands.

14 Spare parts, wearing parts and operational parts

(a) Insofar as a corresponding supply of spare and wearing parts is necessary for the intended use of the scope of delivery in continuous industrial operation, the Contractor shall, at the Customer's request, offer an appropriate spare part/wearing part that is at least sufficient for the duration of the warranty period submit. Agreements going beyond this remain unaffected by this regulation.

(b) Irrespective of this, all offers for spare parts/wearing parts have corresponding information on the delivery times of the parts concerned (especially system-critical components) as well as the respective original manufacturer information (exact manufacturer designation including address, type/part designation, standards, material data, dimensions, overview drawings, detailed drawings, etc.) in an electronically editable form, so that the Customer can also procure the relevant spare/wearing parts directly from the original manufacturer.

(c) In addition, the Contractor must offer spare and wear parts at fair and competitive prices.

15 Safety policies; Safety and health at work

(a) The Contractor and all persons employed by him within the framework of the provision of services at the Customer are obliged to take part in the Customer's safety instructions on health, environmental, operational and construction site-related hazards as well as the visitor and safety regulations applicable on the Customer's premises and to comply with all applicable regulations.

(b) Through his behavior and the measures taken by him or the persons responsible for him (e.g. use of suitable occupational safety articles and safety precautions), the contractor must ensure the safety of all persons employed by him within the scope of the Deliveries/Services at the customer as well as all in environment involved employees of the Customer or third parties.

(c) The Contractor also undertakes to comply with all statutory provisions on the employment of workers and social security obligations. In particular, he is obliged to comply with the Industrial Code (GewO), the Working Hours Act (ArbZG), the Act to Combat Illicit Work and Illegal Employment (SchwarzArbG)

and the Minimum Wage Act (MiLoG) for his employees and employees of his subcontractors.

(d) Should violations result which lead to liability on the part of the Customer, the Contractor will assume responsibility for this and will indemnify and hold the Customer completely harmless and, in particular, will also assume the Customer's legal representation costs.

16 Customer's right of withdrawal and termination

(a) Apart from the rights of withdrawal explicitly resulting from the provisions of these GTCP, the Customer expressly reserves all rights of withdrawal or termination to which it may be entitled by law or CONTRACT in connection with individual business transactions or ongoing delivery relationships with the Contractor.

(b) In addition, the Customer is particularly entitled to terminate existing contracts with the Contractor for good cause without observing a deadline and formalities (letter of default, setting a grace period, etc.) and with immediate effect.

(c) An important reason exists, among other things, if the Contractor breaches essential (in particular contractual) obligations, if reorganization or insolvency proceedings or proceedings with a similar effect are applied for/opened over the Contractor's assets, or the opening of such a procedure is rejected due to a lack of sufficient assets if there is a significant change in the Contractor's corporate relationships which, for understandable reasons (e.g. imminent loss of reputation or image damage), makes it unreasonable for the Customer to continue to adhere to the contract in question or to violate it violated the provisions of clause 10 of these GTCP.

(d) In the event of a rescission or termination by the Customer, he is entitled to all statutory and contractually agreed rights and claims against the Contractor. In addition, the Contractor must indemnify and hold harmless the Customer in the event of a justified withdrawal or justified termination by the Customer.

17 Force Majeure

(a) The contractual partners are released from the timely fulfillment of the CONTRACT in whole or in part if they are prevented from doing so by events of force majeure.

(b) Events of force majeure shall exclusively include war, unionized strike, riot, acts of nature and fire.

(c) However, the Contractor disabled by an event of force majeure can only invoke the existence of force majeure if he informs the Customer immediately, but no later than 5 calendar days after the occurrence of the event, about the beginning and the probable end of the disability.

(d) The contracting parties must make every effort to eliminate or reduce the difficulties and foreseeable damage caused by the event of force majeure and to keep the other contracting party informed.

(e) Dates or deadlines that cannot be met due to the effects of force majeure will be extended by the duration of the effect.

(f) If a circumstance of force majeure lasts longer than 4 weeks, the Contractor and Customer will negotiate a regulation of the processing effects.

(g) If a circumstance of force majeure lasts longer than 6 months and no amicable solution can be reached, each contractual partner has the right to withdraw from the CONTRACT in whole or in part.

18 Miscellaneous

(a) Should one or more provisions of these GTCP be or become void or ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions. In such a case, the void or ineffective regulation is automatically replaced by a valid, effective, legally compliant and enforceable regulation that comes as close as possible to the economic purpose of the regulation to be replaced in a legally permissible manner.

(b) Customer and Contractor undertake, without unreasonable delay, to replace the void or ineffective regulation with a valid and effective regulation that comes as close as possible from a legal and economic point of view to this regulation, which they would have reasonably agreed if they had declared the nullity of these GTCP at the time of the agreement or ineffectiveness of the regulation concerned.

19 Place of Jurisdiction, Choice of Law, Place of Performance

(a) All disputes arising (legal or arbitral) are subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods dated April 11, 1980 (United Nations Convention on Contracts for the International Sale of Goods, CISG as amended) and other conflict of laws provisions of private international law are expressly excluded.

(b) For orders from the Customer to Contractors who have their registered office within the territory of the European Union, Switzerland, Iceland or Norway and are merchants within the meaning of the Commercial Code [HGB], legal entities under public law or a special fund under public law, the exclusive place of jurisdiction is the factually relevant court at the registered office of the Customer in Germany.

(c) For orders placed by the Customer with Contractor who have their registered office outside the territory of the European Union, Switzerland, Iceland or Norway, all disputes arising which cannot be settled by mutual agreement shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed pursuant to these Rules. The place of the arbitration is an arbitration court of the International Chamber of Commerce (ICC) at the registered office of the Customer in Germany.

(d) The language to be used in the arbitration is German.



(e) Alternatively, the Customer is also entitled at any time in the case of the general applicability of the place of jurisdiction (head office of the customer) to finally settle all disputes arising in this regard in arbitration proceedings according to the Arbitration Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed according to these rules. The place of the arbitration shall again be an arbitration court of the International Chamber of Commerce (ICC) at the registered office of the Customer in Germany. The language to be used in the arbitration is German.

(f) Unless otherwise agreed, the place of performance is the business address of the Customer stated in the order.

(g) At the request of the Customer, the Contractor is obliged to confirm the content and the existence of the above clauses on jurisdiction, arbitration and choice of law by signature.



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