

# Terms and Conditions of Purchase

**We hereby place an order with you solely on the basis of our Terms and Conditions of Purchase.**

## I. General Provisions

1. Our Terms and Conditions of Purchase shall apply exclusively. Our recognition of any terms and conditions of the Supplier that conflict with, or diverge from, our Terms and Conditions of Purchase shall be conditional upon our having given our express consent to their applicability in writing. Our Terms and Conditions of Purchase shall also be applicable in cases in which we, in full cognizance of the Supplier's conflicting or divergent terms and conditions, accept the Supplier's delivery without reservation.
2. All agreements made between us and the Supplier for the purpose of executing this Contract shall be set down in writing in this Contract.
3. Our Terms and Conditions of Purchase shall apply only in relation to merchants and/or entrepreneurs within the meaning of section 310 of the *Bürgerliches Gesetzbuch* (German Civil Code - BGB).
4. Our Terms and Conditions of Purchase shall also apply to all future transactions with the Supplier.
5. The agreed dates for the provision of goods and/or services shall be binding, save in the event of force majeure due to mobilization, war, insurrection, strikes or lockouts.

## II. Offer Documentation

1. The Supplier shall, unless otherwise agreed on an individual basis, be obliged to accept our order within 2 weeks.
2. Our acceptance of goods and/or services shall be subject to an examination of their correctness and fitness for purpose. We shall be entitled to examine the goods and/or services insofar as and as soon as this is feasible in the ordinary course of business. We shall provide notification of any defects discovered immediately upon their discovery. In this respect, the Supplier shall waive its right to object to the notification of defects on the grounds of lateness. The rules relating to the purchase and repurchase of consumer goods shall also apply.
3. We shall retain ownership rights and copyrights to illustrations, drawings, calculations and other documents. They must not be made accessible to third parties without our express written consent. They shall be used solely for the purposes of manufacture based on our order; once the order has been executed, they shall be returned to us without prior request. They shall be kept secret from third parties.

## III. Prices, Terms of Payment

1. The price shown in the purchase order shall be binding. Unless otherwise agreed in writing, the price shall include carriage and packaging. Unless otherwise laid down by law, return of the packaging shall require special agreement. Where permitted, the statutory provisions shall be deemed to have been waived. In the event of incorrect packaging, we reserve the right to consider this a material defect in individual cases.
2. The prices in the purchase order shall be exclusive of the statutory value added tax applicable at the time the order is placed.
3. We can process invoices only if the order number is quoted in line with specifications in our purchase order; the Supplier shall be responsible for any consequences caused by a failure to comply with this obligation.
4. Unless otherwise agreed in writing, we shall pay the purchase price within 45 days, calculated as of delivery with receipt of invoice, or net within 60 days, latest 90 days net of receipt of invoice.
5. We shall have a right to set-off and retention to the extent permitted by law.

## IV. Delivery Time

1. The delivery time specified in the purchase order shall be binding.
2. The Supplier shall be obliged to inform us immediately in writing if circumstances that will prevent it from adhering to the stipulated

delivery time or will render the delivery impossible occur or become apparent.

In the event of delayed delivery or breach of one of the aforementioned obligations, we shall be entitled to the statutory claims. In particular, we shall be entitled to demand damages on account of non-performance following a second unsuccessful attempt to provide supplementary performance. In other respects, the Supplier shall bear any expenses incurred for the purposes of supplementary performance up to double the amount of the delivery price.

## V. Transfer of Risk, Documents

1. Unless otherwise agreed in writing, the delivery shall be carriage paid. The Supplier shall be obliged to quote our order number exactly on all shipping documents and delivery notes. A failure to do so will inevitably entail delays in processing for which we shall not be liable.

## VI. Defect Examination, Warranty

1. We shall be obliged to check whether the goods have any variances in quality or quantity within a reasonable period. We must give written notice of obvious defects within two weeks of transfer of the goods.

The Supplier must be given notification of defects that do not become evident until a subsequent point in time within four weeks of their discovery by the user.

If we are held liable by downstream entrepreneurs, we reserve the right to bring an action against the Supplier up to five years after transfer of the goods.

## VII. Product Liability, Indemnification

Where the Supplier is responsible for a product defect, it shall be obliged to indemnify us, upon demand, against third-party claims for damages, providing action can be taken against the Supplier itself and it is deemed to be a manufacturer in relation to us.

In this context, the Supplier shall also be obliged to reimburse any expenses that arise from or in connection with a recall campaign carried out by us. We shall immediately notify the Supplier of the content and extent of the recall measures to be performed in order to give it an opportunity to respond.

In this respect, the Supplier shall also be subject to a product monitoring obligation. The Supplier shall hereby expressly acknowledge that it also has such an obligation in relation to us.

No blame shall be imputed to the Supplier only if it omits safety precautions that, at the time, were neither required nor indicated by case law. The Supplier shall be obliged to maintain a product liability insurance policy for financial claims with a flat-rate coverage level of EUR 5,000,000.00 per material damage. In individual cases, the coverage level for which the Supplier is liable shall be increased on demand.

This shall not exclude further liability for personal injury, i.e. bodily injury or damage to health. We expressly reserve the right to make claims on account thereof.

We shall exclude our liability for ordinary negligence of duty, insofar as no material contractual obligations, damages arising from injury to life, limb or health, and warranties are involved or claims under the *Produkthaftungsgesetz* (German Product Liability Act) are affected. The same shall apply to negligence of duty on the part of our performing agents.

Liability shall be expressly limited to foreseeable damages within the meaning of Art. 74C of the ISG.

## VIII. Industrial Property Rights

1. The Supplier shall warrant that third-party patents and industrial property rights are not infringed in connection with its delivery and the use of the items made available. The Supplier shall undertake to pay any licence fees. The Supplier shall indemnify us against any third-party liability claims.

We shall not be entitled, without the Supplier's consent, to make any

agreements with the third party, particularly to enter into a settlement. The Supplier's obligation to indemnify shall apply to all expenses that we necessarily incur in connection with claims made against us by a third party.

2. Quality assurance aspects are addressed in our "Quality Assurance Guideline for Suppliers", which shall be part of these Terms and Conditions of Purchase. In this connection, we shall, during the manufacturing process until such time as the ordered items are delivered, be entitled to review materials, production methods and other activities involved in providing the contractual service. If such a review is refused without good cause, this shall entitle us to rescind the Contract without the Supplier being able to demand damages or payment of the service hitherto rendered.

3. The Supplier shall ensure that the delivery item complies with the specifications designated by us as well as the DIN, VDE and similar regulations that are applicable at any one time. It shall hereby ensure that hazardous substances are packaged and labelled in accordance with the applicable laws and that the relevant latest versions of the safety data sheets are provided. In so doing, it shall package, label and transport dangerous goods in accordance with the applicable laws of the corresponding countries (including transit countries), specifying the dangerous goods classification or providing a "Non-dangerous goods" label, as appropriate, on the delivery note.

The Supplier shall ensure that the goods and/or service are provided such that the statutory and official regulations applicable for us as at the delivery date are adhered to. This shall apply particularly to EU regulations, laws based on EU directives, the *Gerätesicherheitsgesetz* (German Equipment Safety Act), accident prevention regulations and other occupational safety regulations as well as to the current state of the art in terms of safety and occupational medicine.

The safety data sheet shall be sent to Meteor GmbH annual basis without prior request and shall reflect the latest of knowledge.

## IX. Retention of Title

1. Where we provide parts to the Supplier, we shall expressly retain title thereto. Any processing or transformation by the Supplier shall be undertaken on our behalf. If our goods subject to retention of title are processed with other objects that do not belong to us, we shall acquire co-ownership of the new object proportionately to the value of our object in relation to the other processed items at the time of processing.

The retention of title shall be deemed to have been agreed on transfer of the goods.

If the object provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new object in proportion to the value at the time of the mixing. If the mixing is carried out in such a way that the Supplier's object is to be regarded as the main object, it shall be deemed to have been agreed that the Supplier transfers proportionate co-ownership to us. The Supplier shall hold the solely owned or co-owned object in safe custody for us, assigning, to this extent, its ownership rights to the new item to us.

We shall retain title to tools. The Supplier shall be obliged to use the tools solely for the manufacture of the goods ordered by us. The Supplier shall be obliged to insure the tools that belong to us, at its own expense, at replacement value against fire, water damage and theft. It shall be obliged to carry out any maintenance and inspection work in a timely manner at its expense. It shall immediately notify us of any faults. If it culpably fails to do so, this shall not affect claims for damages.

2. The Supplier shall be obliged to provide safe custody of the goods subject to retention of title for us, to maintain and repair them at its own expense and to insure them at its own expense against loss and damage at a level of coverage that can be required of a prudent businessman. It shall hereby assign its claims arising from the insurance policies to us in advance.

3. As long as the Supplier duly meets its liabilities to us, it shall be entitled to dispose of the goods subject to retention of title in the ordinary course of business. This shall not apply, however, if and to the extent that a prohibition on assignment in respect of the purchase price receivable has been agreed between the Supplier and its customers. The Supplier shall not be authorized to pledge the

goods, assign them as security or enter into other encumbrances in relation to them. In the event of a resale, the Supplier shall continue to make the transfer of ownership contingent upon full payment of the goods by its customers. The Supplier shall hereby assign to us in advance any and all claims arising from a resale of the goods subject to retention of title, with all ancillary rights and security interests, including bills of exchange and cheques, so as to provide us with security for all claims that we have against the Supplier arising from the business relationship.

If the goods subject to retention of title are sold for an inclusive price together with other objects, the assignment shall be limited to the pro rata amount of the Supplier's invoice for the goods subject to retention of title that were part of the sale. If the Supplier sells goods in which we have a co-ownership share in accordance with the aforementioned agreements, the assignment shall be limited to that portion of the receivable that corresponds to the co-ownership share of our goods. If the Supplier uses the goods subject to retention of title to finish, against payment, objects that are the property of a third party, it shall hereby assign to us in advance its claim to remuneration against such third party for the aforementioned security purposes. As long as the Supplier fulfils its obligations accordingly, it shall be entitled to collect the receivable itself through resale or processing. It shall not be authorized to pledge the receivable or to make any assignments thereof.

If the value of the security that has been put in place for us exceeds our overall receivable by more than 10 percent, we shall be obliged, at the Supplier's request, to release securities of our choice.

The Supplier shall, in this respect, be entitled to collect the receivable in respect of the goods supplied by us that are subject to retention of title, in the ordinary course of business. These rights shall, however, expire as soon as the Supplier fails to comply, in a timely manner, with its obligations in relation to us, ceases payments and/or becomes insolvent. If these prerequisites are met, we shall be entitled to demand the immediate provisional surrender of all the goods subject to retention of title, to the exclusion of the right of retention and without setting a grace period or exercising the right of rescission.

## X. Prohibition of Child Labour

The Supplier shall undertake not to employ any children/youths pursuant to the ordering location's respective legal system but, in any case, not to employ any children/youths pursuant to the German legal system (*Jugendarbeitsschutzgesetz* (German Youth Employment Protection Act - ArbSchG)). The Supplier shall ensure that its own suppliers likewise do not employ any children or comply with the foregoing provision, respectively.

## XI. Legal Venue, Place of Performance

The place of performance for all obligations arising from the contractual relationship shall be Hildesheim. The district/regional court shall have jurisdiction over all legal disputes.

The law of the Federal Republic of Germany shall apply. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.

Should individual provisions in the Contract or these general Terms and Conditions of Purchase be, or be deemed to be, invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to the invalid ruling.

Meteor GmbH as at 1 May 2023