

Translations of these Terms and Conditions of Purchase into languages other than German are intended solely as a convenience to the non-German-reading public. Any discrepancies or differences that may arise in translations of the official German version of these materials are not binding and have no legal effect for compliance or enforcement purposes.

## **General Terms and Conditions of Purchase of Vynova Wilhelmshaven GmbH**

### **1. Scope, differing conditions, future transactions, priority agreements**

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**GTC**") shall apply to all contracts concluded by Vynova Wilhelmshaven GmbH (hereinafter referred to as "**Vynova**") with its suppliers and contractors (hereinafter referred to as "**Supplier**") regarding their deliveries and other services, including the underlying purchase orders and declarations of acceptance by Vynova.
- 1.2 The GTC shall only apply to companies within the meaning of § 14 BGB (German Civil Code) They apply exclusively. Conflicting or deviating terms and conditions of the Supplier are not recognized by Vynova, unless Vynova has agreed to them in writing in individual cases.
- 1.3 In the event of ongoing business relations, the GTC shall also apply to all future transactions, even if these do not expressly refer to the GTC.
- 1.4 Individual agreements with the Supplier (including individual subsidiary agreements, supplements and amendments) and deviating information in purchase orders/order confirmations shall take precedence over these General Terms and Conditions.

### **2. Written form, conclusion of contract, delivery call-offs, changes to goods, price increase, delivery date for changes to the goods, changes, first-time order, execution of contract by third parties, ownership and copyright of drawings, etc.**

- 2.1 All offers or purchase orders (hereinafter referred to as "**offers**") and declarations of acceptance, amendments and other subsidiary agreements and arrangements made before or at the time of conclusion of the contract, as well as delivery call-offs, must be made in writing (letter, fax, e-mail; hereinafter referred to collectively as "**in writing**") in order to be legally effective.
- 2.2 Unless expressly designated or agreed as non-binding, Vynova shall be bound to its offer to conclude a contract (order) for three weeks. The Supplier can only accept this offer within this period by written declaration. Delivery call-offs shall become binding if the Supplier does not object within one week of receipt; Vynova must inform the Supplier of this in the delivery call-off.
- 2.3 At the request of Vynova, the Supplier shall make changes to the design and execution of the goods and, in the case of service contracts, to the agreed service, provided that the changes are reasonable for the Supplier. Any additional costs arising due to the changes pursuant to

sentence 1 shall be borne by Vynova in accordance with the provision in section 2.4; reduced costs shall be taken into account in Vynova's favour.

- 2.4 A price increase asserted by the Supplier due to a change pursuant to section 2.3 must be made within a reasonable period of time from receipt of the change notification from Vynova and before the change is implemented. If the price increase is not made within a reasonable period of time or if it is only asserted after the change has been made, the Supplier shall not be entitled to a corresponding claim. Vynova shall inform the Supplier of this in the change notification. The Supplier must document any additional costs. The Supplier must immediately inform Vynova of any postponement of the delivery/performance date that may be required as a result of the change.
- 2.5 If Vynova uses the term "or equivalent" in its purchase order, any material proposed by the Supplier as equivalent shall require the prior consent of Vynova.
- 2.6 The Supplier shall not make any changes, e.g. in the composition, the shipping method or the packaging of the goods, without the prior consent of Vynova.
- 2.7 In case of initial purchase orders for specific goods or changes to the goods, the required number of samples - marked as such - shall be submitted to Vynova before final production. The Supplier may only start series production once Vynova has approved the sample in writing.
- 2.8 The complete or predominant execution of the contract by subcontractors/subsuppliers requires the prior consent of Vynova. The Supplier shall impose upon the subcontractor/subcontractor all obligations and ensure compliance with all obligations incumbent upon the Supplier with respect to the tasks assumed by the Supplier.
- 2.9 Vynova reserves ownership rights and copyrights to illustrations, drawings, models, print copies, calculations and other documents which Vynova has attached to an inquiry or an offer (purchase order); this information is confidential and may not be made accessible to third parties without the express written consent of Vynova. This information is to be used exclusively for the processing of the inquiry, the preparation of an offer as well as for the later production of the goods; after preparation of the offer and no later than after execution of the contract, it shall be returned without request. Unless otherwise agreed in writing, the Supplier shall have no right to use, distribute, reproduce or similar.

### **3. Prices, invoicing, terms of payment, right of retention and set-off, assignment, transfer of ownership, processing of delivered goods**

- 3.1 Unless otherwise agreed, the prices are to be understood as fixed prices including delivery as "DDP Place of Performance" (INCOTERMS 2020) in accordance with section 5.3, including all expenses in connection with the deliveries and services to be provided by the Supplier, in particular also the costs for possible inspections, acceptances, documentation and the

preparation of technical documents, packaging, transport, customs and border clearance charges as well as insurance, and excluding statutory value added tax; the statutory value added tax shall be shown separately.

- 3.2 Unless delivery as "DDP place of performance" has been agreed and the Supplier is obliged to dispatch the goods, he must select the most economical mode of dispatch. If prices have not been agreed including packaging, packaging shall be invoiced at cost price.
- 3.3 Price increases by the supplier after conclusion of the contract are not permitted. Price adjustment or similar clauses of the Supplier are not recognised. Section 2.4 remains unaffected.
- 3.4 The invoice shall be sent to Vynova on the day of dispatch of the goods in a verifiable form and separately from the goods. Vynova can only process invoices if these contain - according to the specifications in the purchase order - purchase order/order and/or call-off number together with date, article number and article description, quantity and weight details, individual and total prices, delivery note number and delivery and/or service date as well as all other details required within the scope of the purchase order. The Supplier shall reimburse Vynova for all costs incurred due to non-compliance with this obligation, unless he cannot be held accountable for the non-compliance.
- 3.5 Payments shall be made after delivery or (in the case of work services) acceptance as well as receipt of a contractually agreed and verifiable invoice in accordance with section 3.4 within 14 days with a 2% discount and within 60 days net. Payments entitling to the deduction of discount shall be deemed made in due time if Vynova performs the required service action within the payment period. If invoices do not meet the requirements according to section 3.4, Vynova can reject them. The date of receipt of the new invoice complying with the contract shall then be decisive for the commencement of the above payment periods. In the event of premature delivery or performance, the agreed delivery or performance date shall take the place of the delivery or performance.
- 3.6 Vynova is entitled to rights of retention and set-off to the extent permitted by law.
- 3.7 The Supplier is not entitled to assign his claims against Vynova without the written consent of Vynova or to have them collected by third parties. This shall not apply if the Supplier has granted its supplier an extended reservation of title in the ordinary course of business. § 354 of the HGB (German Commercial Code) remains unaffected.
- 3.8 To the extent delivered goods are paid for, their ownership shall be transferred to Vynova. Vynova does not recognize an extended or prolonged retention of title.
- 3.9 Vynova is entitled to process, sell or dispose of the delivered goods in any other way within the framework of proper business operations.

**4. Delivery dates and periods, delivery, goods issue, advance and partial deliveries, excess and short deliveries, delivery call-off, delays in delivery, contractual penalty, liability, right of retention and set-off of the Supplier**

- 4.1 Delivery dates and delivery periods stated or agreed by Vynova in the purchase order shall be binding.
- 4.2 Unless otherwise agreed, the delivery shall be "DDP Place of Performance" (INCOTERMS 2020) in accordance with section 5.3.
- 4.3 If "DDP Place of Performance" has not been agreed in accordance with section 4.2 "Delivery", the Supplier shall make the goods available in good time, taking into account the usual time for loading and dispatch, and shall arrange for dispatch by the transport company designated by Vynova if necessary.
- 4.4 The Supplier shall carry out an outgoing delivery inspection to ensure that only defect-free goods are delivered to Vynova. He will enclose a test certificate stating the recorded test results with each delivery.
- 4.5 Unless otherwise stated in the purchase order, advance and partial deliveries as well as excess and short deliveries shall only be permitted with the express consent of Vynova and shall be marked as such in the shipping documents
- 4.6 In the case of call-off orders, Vynova reserves the right to determine the individual delivery call-offs and the call-off dates for partial deliveries.
- 4.7 The Supplier shall immediately notify Vynova in writing of any noticeable delays in delivery occurring for whatever reason, stating the reasons, the expected duration of the delay and the measures taken to remedy the delay. In the event of a delay in delivery, the supplier shall compensate Vynova for any damage incurred as a result.
- 4.8 In case of a delay in delivery, Vynova is entitled to demand a contractual penalty of 1% of the respective order value for each completed week of the delay in delivery, however no more than 5% in total. The contractual penalty shall be set off against the damage caused by default to be compensated by the Supplier. The right to claim higher damages remains unaffected.
- 4.9 Limitations and exclusions of liability are not recognised.
- 4.10 With regard to the goods to be delivered, the Supplier may only assert a right of retention if and to the extent that it is based on undisputed claims from the same contractual relationship which are ready for decision or have been legally determined. Offsetting by the Supplier shall only be considered if the claim of the Supplier is undisputed, ready for decision or legally established.

**5. Packaging/marketing, delivery note/shipping documents, place of performance, cross-border deliveries, REACH**

- 5.1 Goods shall be properly packed and labelled in accordance with the instructions given by Vynova. The Supplier shall be liable for damages incurred by Vynova as a result of the Supplier having improperly packed the goods or labelled them contrary to Vynova's instructions, unless the Supplier cannot be held accountable for this.
- 5.2 A delivery note shall be enclosed with each delivery of goods; furthermore, the Supplier shall immediately send a copy of the delivery note by fax or e-mail as soon as the goods leave the Supplier's works. The Supplier is obliged to state Vynova's purchase order/order and/or call-off number as well as quantity, weight and packing arrangement on all delivery notes and other shipping documents.
- 5.3 Unless otherwise agreed, the place of performance for all deliveries and services shall be the place of delivery specified in the respective purchase order. If no place of delivery is stated in the purchase order or if no other place of performance has been agreed, the place of performance shall be the registered office of Vynova in Wilhelmshaven.
- 5.4 The Supplier is obliged to send Vynova the required declarations on the customs origin of the goods in good time, unless a valid long-term supplier's declaration is available. He shall be liable for all disadvantages which Vynova suffers due to an improper or delayed supplier declaration, unless he cannot be held accountable for the improper or delayed delivery. If necessary, the Supplier shall provide evidence of the information on the origin of the goods by means of an information sheet certified by his customs office.
- 5.5 The Supplier must pack, label and deliver dangerous goods in accordance with the relevant national and international regulations. The Supplier undertakes to comply with the REACH regulation (Regulation (EC) No. 1907/2006) for all goods delivered to Vynova, including the packaging used. In particular, he shall ensure that the delivered goods and their packaging do not contain any substances (SVHC substances) from the current candidate list in accordance with section 59(1) of the REACH Regulation (<http://echa.europa.eu/web/guest/candidate-list-table>), which exceed the legally permitted quantities. The Supplier shall ensure that substances covered by the REACH regulation are registered accordingly in the delivered goods or their packaging. He undertakes to transmit to Vynova all information and documentation required under the REACH regulation (in particular pursuant to section 31 et seq. of the REACH regulation) within the legally prescribed time limits or to forward the information of his upstream supplier to Vynova without delay.

The aforementioned obligations shall apply accordingly if the Supplier has its headquarters in a non-EU country. In particular, he shall inform if an SVHC substance greater than 0,1% is present or if substances covered by the REACH Regulation may be released under normal and foreseeable conditions of use.

If the article is subject to the Hazardous Substances Ordinance or fulfils the requirements of section 31(1) REACH, the Supplier must submit to Vynova a safety data sheet complying with the requirements of section 31 of the REACH regulation immediately upon commencement of production, at the latest five working days before the first delivery. Without the corresponding safety data sheet, the acceptance of the goods will be refused.

**6. Notification of defects, liability for defects, replacement performance, statute of limitations**

- 6.1 Vynova shall notify the Supplier of obvious defects of the delivered goods within seven days after delivery or acceptance, and of hidden defects within seven days after discovery.
- 6.2 Unless otherwise regulated below, Vynova's warranty claims shall be governed by the statutory provisions
- 6.3 The Supplier shall bear all expenses incurred in connection with the determination and remedy of defects, including those incurred by Vynova.
- 6.4 If a request of the Supplier for subsequent performance including setting of a deadline is not possible due to particular urgency, Vynova is entitled, notwithstanding legal claims, to carry out or to order a substitute performance at the expense of the Supplier. To the extent possible, Vynova shall inform the Supplier about this before the substitute performance.
- 6.5 The warranty claims to which Vynova is entitled shall expire 36 months after the beginning of the statutory limitation period; legal events of suspension and interruption shall remain unaffected.

**7. General liability of the supplier, product liability damage, indemnification of third-party claims, recall, insurance**

- 7.1 Unless otherwise stipulated in these GTC, the Supplier shall be liable in accordance with the statutory provisions. Liability limitations and exclusions of liability of the Supplier are not recognised. Subject to the provision in section 6.5, the limitation period shall be governed by the statutory provisions.
- 7.2 As far as the Supplier is responsible for a product liability damage, he shall indemnify Vynova from claims of third parties on first request as far as the cause is in his area of control and organization and he is liable in the external relationship himself.
- 7.3 If any claims are asserted against Vynova on grounds of strict liability towards third parties pursuant to provisions that are not subject to the disposition of the contracting parties, the Supplier shall only assume liability towards Vynova to the extent the Supplier is directly liable. For the compensation of damages between Vynova and the Supplier the principles of § 254

BGB apply accordingly. This shall also apply in the event of direct recourse against the Supplier.

- 7.4 In the event of a necessary or officially ordered recall or other measures necessary to avert risks for persons or property of third parties, the Supplier shall be liable for all expenses, costs and damages incurred by Vynova in correspondence with the recall or other measures and shall indemnify Vynova against corresponding claims of third parties, insofar as the recall or other measures are based on the fact that the delivered goods or the packaging or the service do not comply with the contract, in particular do not comply with the agreed specifications or warranties or have product defects, unless the supplier cannot be held accountable for this. Further claims and rights of Vynova remain unaffected.
- 7.5 Subject to further obligations, the Supplier shall inform Vynova immediately if concrete circumstances become known with regard to the delivered goods or services which require a recall or other measure according to the above section 7.4 by Vynova or the Supplier and/or justify a relevant risk of product liability cases. The contracting parties will endeavour to coordinate further action, with Vynova having the final decision on the implementation of a voluntary recall action. Any statutory reporting obligations of the Supplier shall remain unaffected.
- 7.6 The Supplier shall be obliged to maintain liability insurance, including product liability insurance and recall cost insurance, with regard to his deliveries and services for an appropriate amount for at least the duration of the business relationship at his own expense; the product liability insurance shall include at least 5 million EUR for personal injury and property damage (including purely financial loss) per loss event and a maximum annual compensation payment of at least 10 million EUR; the recall cost insurance shall cover at least 5 million EUR per insured event and per insurance year. Copies of the insurance policies shall be sent to Vynova upon request.

## **8. Property rights, liability, indemnity, developments**

- 8.1 The Supplier grants Vynova the non-exclusive, irrevocable, spatially, temporally and content-wise unrestricted right to use the delivered goods or the rendered service for the contractual purpose, to offer them alone or in combination with other goods including its own marks, to market, integrate into other products, change, process or carry out other redesigns and to distribute the delivered goods in the original or in changed, processed or redesigned form. Vynova is entitled to grant sublicenses within the aforementioned scope.
- 8.2 The Supplier shall deliver the goods or services free of third-party rights, in particular patents, utility models, copyrights, design patents, trademark rights, naming rights and personal rights, other industrial property rights as well as applications for industrial property rights and other acquired legal positions (hereinafter referred to as "**industrial property rights**").

- 8.3 The Supplier exempts Vynova from all claims asserted by third parties arising from the use of such industrial property rights in the event of a violation of the obligation in section 8.2, unless he cannot be held accountable for the violation. The same shall apply accordingly to all expenses necessarily incurred by Vynova in connection with such a claim by a third party, in particular for the costs of legal defence.
- 8.4 The Supplier is obliged to state to Vynova on request all applications for industrial property rights which he uses in connection with the goods or services delivered and to be delivered. This statement does not release the Supplier from the liability according to the provisions of these GTC. If the Supplier detects an infringement of industrial property rights, he must inform Vynova immediately.
- 8.5 The Supplier shall not be liable if he has produced the delivered goods exclusively according to the drawings and models provided by Vynova and he did not know or did not need to know that the production represents a violation of rights in the aforementioned meaning.
- 8.6 If claims are asserted against Vynova due to infringements of industrial property rights, the Supplier is obliged to support Vynova at his own expense in the legal defence.
- 8.7 Industrial property rights, which are justified by developments due to special orders by Vynova or by joint development with the Supplier, shall be exclusively attributed to Vynova if they are based on the secret Vynova know-how and/or if Vynova bears the cost for development. For this purpose, the Supplier shall hereby transfer to Vynova all industrial property rights to these developments no later than at the moment of their creation. If it is not possible to transfer the resulting industrial property rights to Vynova, the Supplier shall transfer to Vynova an exclusive right of use for comprehensive and in particular temporally, spatially and content-wise unlimited exploitation no later than at the moment of its creation.

## **9. Secrecy, Advertising**

- 9.1 The Supplier is obliged to treat all non-public commercial and technical details which become known to him through the business relationship with Vynova, as well as the business relationship as such, as business secrets and to maintain secrecy about them. This applies in particular to the illustrations, drawings, calculations and other documents, means of production and information received.

This confidentiality obligation shall remain in force even after termination of the contract. The obligation to maintain secrecy shall not apply to such details which (i) are generally known or become known without breach of law, (ii) are already known to the Supplier upon conclusion of the contract or (iii) are disclosed to him by third parties without breach of a duty to maintain secrecy.

- 9.2 Subcontractors shall be obligated in accordance with the provision in section 9.1.

- 9.3 The Supplier may only advertise the business relationship with Vynova and use it for reference purposes with the express consent of Vynova.

## **10. Safety, health and environmental protection, safety data sheets**

- 10.1 For Vynova, the safety and health of its customers and employees as well as the protection of the environment are of utmost importance. The Supplier shall comply with the relevant guidelines of Vynova, which are part of the contract concluded between the parties, as well as the internationally recognized standards for safety, health and environmental protection. The Supplier warrants that all deliveries comply with the applicable statutory provisions relating to safety, health and environmental protection. The Supplier is obliged to also oblige his subcontractors and subcontractors to comply with these standards.
- 10.2. The Supplier shall inform Vynova without request of any changes to regulations that are applicable to all substances contained in the Supplier's goods and that may affect the safety, health and environmental protection requirements with regard to the goods or pose a risk to the security of supply, e.g. substance restrictions or approvals, in order to allow Vynova and the Supplier sufficient time to comply with the changed regulations and to reduce/minimise the risk to the security of supply or to eliminate/minimise its possible effects.
- 10.3. 10.3. At Vynova's request or in accordance with corresponding statutory provisions, the Supplier shall provide Vynova with the corresponding safety data sheets in the language of the country of delivery. These safety data sheets must comply with the regulations of the supplier country, irrespective of the origin of the goods. The Supplier shall send these safety data sheets to Vynova at the following e-mail address: [supplier.ra@vynova-group.com](mailto:supplier.ra@vynova-group.com).

## **11. Compliance**

- 11.1 The Supplier shall comply with all laws, regulations and ordinances under the jurisdiction of each country in which it does business. This includes in particular compliance with laws and regulations on bribery, corruption, money laundering, human trafficking, employee rights, environmental protection, sustainability and occupational safety and health protection. In particular, the Supplier is obliged not to commit any criminal offences in connection with the fulfilment of his contractual obligations towards Vynova (e.g. fraud or breach of trust, granting of advantages, taking of advantages, bribery, corruptibility or similar offences).
- 11.2 The Supplier warrants that he observes human rights in accordance with the Charter of the United Nations in all his operations, in particular that no forced labour or child labour in any form whatsoever shall take place and that there shall be no discrimination based on race or ethnic origin, sex, religion or belief, disability, age or sexual orientation and membership of trade unions.
- 11.3 The Supplier declares to have read, accept and adhere to comply with the Vynova Supplier

Code of Conduct, which can be found on the Vynova website <https://www.vynova-group.com/terms-and-conditions>.

## **12. Place of jurisdiction, arbitration proceedings, choice of law, partial invalidity**

12.1 If Vynova does not make use of the right to initiate arbitration proceedings as described in section 12.2 and if the Supplier is a merchant, a legal entity under public law or a special fund under public law or if the Supplier does not have a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from the contractual relationship is the registered office of Vynova. However, Vynova is also entitled to sue the Supplier at any other legal place of jurisdiction. Legal regulations on exclusive responsibilities remain unaffected.

12.2 Instead of proceedings before an ordinary court pursuant to section 12.1, Vynova is alternatively entitled to initiate arbitration proceedings in accordance with the following provisions and to the exclusion of ordinary legal proceedings.

If the Supplier asserts claims against Vynova and intends to institute legal proceedings, Vynova shall be entitled to choose between ordinary legal proceedings and arbitration within a period of 21 days after receipt of a corresponding written request by the Supplier. If Vynova does not exercise the right of choice or does not exercise it in due time, the Supplier is entitled to choose between ordinary court proceedings and arbitration.

If arbitration proceedings are conducted, all disputes shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e.V., DIS) under exclusion of the ordinary legal process. The place of arbitration shall be the place of business of Vynova. The arbitral tribunal shall consist of three arbitrators if the amount in dispute exceeds EUR 100,000.00; otherwise the arbitral tribunal shall consist of one arbitrator. The language of the arbitral proceedings shall be German.

12.3 The law of the Federal Republic of Germany shall apply to the exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.4 Should individual provisions of the contract with the Supplier or these GTC be or become invalid, the validity of the remaining provisions shall not be affected.

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