

General Terms of Purchase of Lindemann Germany GmbH

§ 1 GENERAL INFORMATION

1. These General Terms of Purchase (hereinafter referred to as "Terms of Purchase") shall apply exclusively to our orders and purchase orders, including all future orders and purchase orders (hereinafter referred to as "Orders"). They are an essential part of the Order. Our contractual partner (hereinafter referred to as "Supplier") shall recognise the Terms of Purchase by accepting the order.
2. The inclusion of deviating General Business Terms of the Supplier is hereby explicitly objected to. Such terms and conditions shall also be deemed as not accepted with the execution of the delivery.
3. Our Terms of Purchase shall only apply towards entrepreneurs (§ 14 Par. 1 BGB (German Civil Code)) and legal entities under public law or special assets under public law within the meaning of § 310 Par. 1 BGB.

§ 2 ORDER

1. Insofar as our Orders were placed by employees, who did not have any corresponding power of attorney, the placements of the orders require our written confirmation in order to be legally valid.
2. In its offer or its confirmation the Supplier has to point out possible deviations from our order, our enquiry, a specification, quality guidelines or invitation to tender separately by stating the individual deviations. Such deviations shall only be deemed as agreed if they were explicitly confirmed by us.
3. Oral collateral agreements and/or subsequent amendments to the contract as well as assurances and promises of all kinds with employees of our company, who do not have any corresponding power of attorney, require our written confirmation in order to be legally valid.

§ 3 DELIVERY, ASSUMPTION OF RISK

1. Unless otherwise agreed, the Supplier shall deliver and/or complete the service, including the service parts procured from sub-suppliers, "free house" (DDP Incoterms 2020) at the agreed date or within the agreed deadline directly to the specified shipping address. If deviating agreements have been reached, then the cheapest dispatch route is to be chosen. The time of the arrival of the service in our company or at the recipient named by us is decisive. If a delivery or completion deadline has been agreed this shall begin with the date of the written order. The agreed deadlines and dates are an essential part of the contract.
2. With the first indications for the fact that the Supplier can possibly not adhere to an agreed date or a deadline in full or part it shall inform us hereof immediately and present the reasons as well as the expected duration of the delay irrespective of the underlying cause. If the Supplier fails to submit the timely report according to the afore-mentioned sentence it cannot refer to the cause for the delay towards us.
3. If a service is not carried out as of the date, we can grant a reasonable final deadline by taking our operational interests into consideration. After the expiry of this deadline we are entitled, at our choice, to cancel the contract in full or in part, to procure a substitute for our company from third parties, to assert damages instead of the service or to insist on subsequent delivery. We can only assert damages if the Supplier has to assume liability (*Vertretenmüssen*). If we insist on subsequent delivery this shall have no effect on the assertion of the damage due to delay and possible further rights by us. The acceptance of partial services does not exclude the assertion of the listed rights for the residual delivery.
4. In case of framework and release orders our rights shall apply according to Subclause. 3 above for each partial delivery.
5. A delivery note is to be enclosed with each shipment, which contains the order number, date as well as gross and net weight of the shipment. On the day of the delivery a shipping notice is to be sent – separately from the service – to our known plant address by stating the order number and the date. Deliveries will only be accepted by us Mondays to Fridays from 6 am to 2 pm.
6. The risk of the accidental loss or the deterioration of the service shall only pass to us with purchase contracts with the arrival at the receiving address stated by us. With contracts for work and services the risk shall not pass before the acceptance.
7. In case of delivery/shipment of goods which are not determined for the federal territory the Supplier must submit the export certificate to us which is necessary under fiscal law.
8. If the supplier is in default of delivery, we are entitled, after prior written warning, to demand a contractual penalty of 0.5% for each commenced week of the default of delivery, up to a maximum of 5% of the respective order value.
9. The contractual penalty pursuant to § 3 para. 8 shall be offset against the damage caused by delay to be compensated by the supplier. We may reserve the right to the contractual penalty until final payment, in the case of contracts for work and services only until acceptance.

§ 4 QUALITY CONTROL, DOCUMENTATION

1. The Supplier undertakes to ensure the impeccable quality of the delivery to us and to examine it once again directly before the delivery.
2. Insofar as the examination results refer to services, which are delivered to us, they are to be enclosed as proof of quality with the documentation to us. We are entitled to the full inspection of the records/documents of the Supplier concerning the services provided to us.
3. We can reserve the right to convince ourselves that the used material and the production work are free of faults during the production already in the plant of the Supplier or its sub-suppliers. The Supplier shall notify us of its readiness for the end control by no later than 14 days in advance. The costs for the production inspection and the end control shall be borne by the Supplier with the exception of the costs for the personnel assigned by us.
4. These examinations shall not release the Supplier from its fulfilment and warranty obligations.

§ 5 ACQUISITION OF OWNERSHIP

1. With the hand-over of the ordered service to us this shall directly become our property. Retention of title clauses of the Supplier do not apply.
2. We can use and/or resell the service without any restrictions in the proper course of business.

§ 6 PRICES, PAYMENT

1. All prices are deemed including packaging and insurance. Should the Supplier reduce its prices for corresponding deliveries and/or improve the conditions during the time between the order and delivery then the prices and conditions which are valid on the day of the delivery shall apply. Otherwise, the agreed prices are fixed prices.
2. Invoices are to be served to us – separately from the service – on the day of the delivery in duplicate by listing the order number and the date. Each order is respectively to be invoiced for itself. The remaining residual quantity is to be listed in case of partial deliveries.
3. The payment is carried out with 3% cash discount within 14 calendar days or net after 45 calendar days. The payment deadline shall begin as soon as proper, faultless and complete invoices are available to us after receipt of the service.
4. We are entitled to offset against receivables of the Supplier with all receivables, to which either we are entitled, or a company affiliated with us against the Supplier or to assert rights to retention. Our payments neither mean the recognition of conditions and prices, nor the waiver of the assertion of warranty and/or other claims.

§ 7 Rights to defects of quality

1. The Supplier shall be responsible for ensuring that the deliveries and services comply with the documents upon which the Order is based or enclosed documents (drawings, specifications, descriptions, etc.) and the production, construction and processing with the latest status of technology and the statutory and official provisions applicable for their sales and their use of the Federal Republic of Germany, the European Union and the country of destination of the delivery as well as the technical rules (in particular DIN standards, DVGW- and UW regulations, AVB-water).
2. If the service is faulty we shall be entitled – by taking the respective relevant statutory provisions into consideration – at our choice to request subsequent improvement or delivery of a faultless service, reduction or to cancel the contract or request damages; if applicable the Supplier has to reimburse us all costs, which we have spent in connection with the conclusion, the execution and the reversal of the contract, in particular also the storage costs and the costs of the return transport and the disassembly of the faulty service. The Supplier shall also be liable for all consequential damages from the defect suffered by us owing to a faulty delivery or service as well as material and wage costs, which were uselessly spent by us before discovery of a hidden defect or are to be remunerated by us to third parties. If the Supplier is in default with the remedy of the defect within the framework of the subsequent satisfaction or if a property subsequent satisfaction is not guaranteed owing to the unreliability of the Supplier, we can – in addition to possible further rights – remedy the defect ourselves or have this remedied by third parties and request reimbursement of the expenses which are necessary for this insofar as the Supplier is responsible for the breach of duty.
3. We are entitled report obvious defects to the delivered service within two weeks after their delivery. The notification by us of hidden defects which become known during the use or processing of the service to the Supplier is carried out within two weeks after discovery of the defect by us. The same shall apply if a third-party reports defects to the service.
4. The warranty period is at least 36 months from delivery/acceptance of the service unless a longer warranty period is envisaged by law. In the event of a remedy of a defect by subsequent improvement the deadline shall begin once again with reference to defects, which are identical to the subsequently improved defect, with the remedy of the defect; in the event of remedy of a defect by subsequent delivery the deadline shall begin once again with reference to defects to the subsequently delivered service overall with their delivery. The regulation in the afore-mentioned sentence shall apply accordingly to each further subsequent satisfaction.

§ 8 DEFECTS OF TITLE, PROPERTY RIGHTS

1. The Supplier shall be responsible for ensuring that all deliveries and services are free of rights of third parties and in line with their use by us or our buyers do not infringe any industrial property rights of third parties. Insofar as the countries of destination have been given to the Supplier for its service, this shall also apply to the property rights in these countries. The Supplier shall be liable for all damages and disadvantages, suffered by us due to the fact that the use, the installation or the sale of its service infringes rights of third parties.
2. All deliveries and services, which are subject to a marking obligation, must be properly marked. The marking also shall be carried out in all shipping copies.
3. The Supplier shall indemnify us from all claims, damages, and other possible disadvantages, which are asserted by third parties owing to the breach of the stated rights in connection with the delivery or use. The Supplier in particular shall support us or our buyers in all lawsuits, which are rendered pending against us or our buyers owing to such an infringement and at our request to enter into such a lawsuit at its own costs.
4. In all other respects, in the case of defects of title, the provisions for defects of quality set out in § 7 No. 2 shall apply.

§ 9 TECHNICAL DOCUMENTS, TOOLS, MODELS AND OTHER AIDS

1. Forms, samples, models, tools and other production means or documents, which were made available to the Supplier by us or are produced by the Supplier according to our details, shall remain our property and possession. The Supplier

has to examine technical documents and aids made available by us for their usability at its own responsibility.

All production means, documents, and other aids (hereinafter referred to as "Aids") may not be used, reproduced or made accessible to third parties by the Supplier for other purposes without our consent. This shall also apply to aids, which the Supplier produces according to our details.

2. All aids made accessible to the Supplier or produced according to our details are to be handed over to us immediately, together with all copies and/or reproductions, without request as soon as they are no longer required for the execution of the delivery or service, latest upon execution of the delivery or service.

3. The Supplier shall consider the order and the aids and information referring hereto as a business secret and treat these confidentially. It shall be liable for all damages, incurred to us from the breach of this obligation and our ownership and industrial property rights. The Supplier shall also be liable for damages, deterioration, loss, and theft of the aids.

§ 10 ASSIGNMENT OF CLAIMS

The Supplier may only assign claims against us to third parties with our explicit prior consent.

§ 11 RESERVATION OF CANCELLATION / FORCE MAJEURE

1. In the event of force majeure such as war, riot, eruption of fire, Pandemics etc. as well as with the occurrence of other impediments to service which do not just oppose the acceptance in the short-term, such as e.g. exceptional interferences to operation including strikes, which were neither foreseeable nor for which we are responsible and which cannot be overcome by reasonable expenses either, we are entitled to cancel the contract accordingly. The same shall apply if the creditworthiness and/or solvency of the Supplier have deteriorated substantially after conclusion of the contract and/or it upon maturity of its service is either not willing to provide the service or is no longer capable of providing the service.

2. With the exercising of the right to cancellation according to the afore-mentioned subclause the Supplier shall not be entitled to damages and/or other rights against us.

§ 12 PRODUCT LIABILITY

If a claim is asserted against us – no matter for what legal reasons – by one of our customers or a third party owing to a product damage then the Supplier is obliged to indemnify us accordingly from the assertion of the claim to the extent that the cause of the damages are to be attributed to it, in particular for which it is responsible. The Supplier takes over in this case all costs and expenses including the costs of a possible legal prosecution, which are asserted against us.

§13 Service orders

In addition, in case of assemblies, repairs and other work services the Supplier has

(1) with the execution of all work to comply with the regulations of its trade association as well as the accident prevention regulations. It bears the sole responsibility and liability for all accident damages, which are caused by it or its workers. It shall indemnify us from all claims for damages which are asserted against us in connection with its contractually owed service;

(2) to personally ensure the careful and safe storage of the brought in property (e.g. materials, devices and tools) – also of its workers. We shall not be liable for a loss;

(3) to ensure that its personnel are properly equipped in line with the regulations and guidelines (protective clothing etc.), further,

(4) insofar as necessary for the full payment of the remuneration, to submit a valid exemption certificate of the Inland Tax and Revenue Office.

§ 14 COMMITMENTS TO TARIFF AND MINIMUM WAGE

1. With respect to us, the supplier undertakes to comply with the provisions of the Minimum Wage Act (MiLoG) and – if applicable – of the Posted Workers Act (AEntG) with respect to its own employees and to impose these obligations accordingly on any subcontractors / distributors.

2. The supplier shall indemnify us from any claim raised to us and our liabilities against us by/of third parties in full incurred by us due to a breach of the aforementioned legal provisions by the supplier or his subcontractors / distributors. Alternatively, we can also ask for the payment of a sum of money corresponding to our discretion.

3. The supplier is at our request obliged to prove in writing compliance with MiLoG and AEntG – also by any subcontractors/lenders – without delay.

4. In case the supplier violates the obligations under this section, we are entitled to an extraordinary termination/resignation of / from the contract, without – however – this entitles the Supplier to any compensation.

§ 15 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, APPLICABLE LAW

1. The place of performance and place of jurisdiction is Düsseldorf. We are entitled to also file an action against the Supplier at its registered seat.

2. The law of the Federal Republic of Germany shall apply exclusively. The application of the standard laws governing the international purchase of movable objects and concerning the conclusion of international purchase contracts for movable objects is explicitly excluded.

3. Should individual provisions of the contract or these Terms of Purchase be or become invalid or non-enforceable in full or in part or be declared invalid by

judicial or official decisions, this shall have no effect on the validity and enforceability of the other provisions of the contract and these terms and conditions.

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Lindemann Germany GmbH

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