

## **GENERAL PURCHASING CONDITIONS OF DATWYLER SEALING SOLUTIONS DEUTSCHLAND GMBH & CO. KG**

### 1. General

1.1 This General Purchasing Conditions (hereinafter referred to as: "**GPC**") of the Datwyler Sealing Solutions Deutschland GmbH & Co. KG, Maybachstraße 3, D-74389, Cleebrohn (hereinafter referred to as: "**Datwyler**") shall be exclusively valid. Datwyler shall not recognize any contrary or divergent conditions on the part of the contractual partner (hereinafter referred to as: "**Seller**"), or shall only do so subject to explicit written agreement. This GPC shall still apply if Datwyler accepts the Seller's delivery without reservations in awareness of contrary or divergent conditions on the part of the Seller.

1.2 This GPC shall only apply if the Seller is an entrepreneur within the meaning of § 14 BGB (German Civil Code), a legal entity under public law or a special fund under public law.

1.3 The written form is required for agreements between Datwyler and the Seller which are made with regard to the conclusion and performance of contracts made with Datwyler. This GPC shall also apply to all future business transactions with the Seller.

1.4 This GPC apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as: "**Goods**"), irrespective of whether the Seller manufactures the Goods himself or purchases them from suppliers (§§ 433, 650 BGB, German Civil Code) and services which the Seller provides for Datwyler.

1.5 Individual agreements made with the Seller in individual cases, including supplementary agreements, additions and amendments, shall in any case take precedence over these GPC written contract or Datwyler's written confirmation shall be decisive for the content of such agreements, subject to proof to the contrary.

1.6 Legally relevant declarations and notifications of the Seller in relation to a contract, e.g. for setting a deadline, notification of defects, withdrawal or reduction, must be made in writing, i.e. in accordance with § 127 BGB (German Civil Code) in written or text form, e.g. in a letter, e-mail or fax. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected by this.

1.7 References to the validity of legal regulations only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GPC.

### 2. Conclusion of contract and subject of contract

2.1 Datwyler shall be entitled to withdraw from the Purchase Orders before receipt of the order confirmation from the Seller with no cost consequences.

2.2 The Purchase Orders of Datwyler must be made in writing. The Seller shall notify Datwyler of obvious errors, such as typing and calculation errors, and incompleteness of the Purchase Order including the order documents for the purpose of

correction or completion before the Seller's acceptance. If the information is not provided, the contract shall be deemed not to have been concluded.

2.3 The Seller undertakes to submit his order confirmation to Datwyler within three Working Days from placement of the Purchase Order. Working days are the days Monday to Friday (hereinafter referred to as: "**Working Days**")

2.4 The Seller is obliged to notify Datwyler explicitly in any case where his order confirmation diverges from Datwyler's purchase orders/orders.

2.5 As part of an agreed planning system for Purchase Orders and call-offs, the delivery call-off by Datwyler shall be binding on the Seller unless the latter protests within two Working Days of receipt of the delivery call-off.

2.6 In addition to the Purchasing Conditions, order information from Datwyler (i.e. all product and delivery specifications) are contractual components. This refers to all information to which Datwyler refers in connection with the purchase order or which is contained in the documents appended to the purchase order (in particular performance specifications, technical documentation, etc.).

2.7 Forwarding of the whole order or parts thereof to third parties/subcontractors is only permitted with Datwyler's written consent.

2.8 In cases of contravention, Datwyler may withdraw from the contract without prejudice to its statutory rights.

### 3. Contractual documents and means of production

3.1 Documents and means of production of all types which Datwyler makes available to the Seller in connection with the Purchase Order/commission, or which are manufactured or procured by the Seller on behalf of and at the expense of Datwyler, such as illustrations, calculations, drawings, drafts, manufacturing instructions, models, samples, prototypes, supplied materials and parts, tools, etc., shall remain or become the property of Datwyler insofar as no third party property rights prevent this. Any protected rights to the aforementioned documents and means of production shall be reserved for Datwyler, insofar as no third-party rights prevent this. Production documentation and equipment to which Datwyler has rights of ownership or copyright utilization rights must neither be used, reproduced, passed on, sold, pledged or made accessible to third parties, except for agreed or contractual purposes. In particular, said items must not be used to manufacture Goods for third parties. The information which is disclosed verbally or in writing to the Seller by Datwyler shall be treated as confidential by the Seller.

3.2 The processing or reforming by the Seller of the materials made available by Datwyler pursuant to clause 3.1 shall be undertaken for Datwyler. If the Seller processes, inseparably mixes or connects the materials pursuant to clause 3.1 with other objects which do not belong to Datwyler, Datwyler shall acquire co-ownership of the new object in accordance with the proportion of the value of the object made available (purchase price plus value added tax) to that of the other processed, mixed or connected objects at the time of

processing/reformation. If the mixing or connection takes place in such a manner that the Seller's property should be regarded as the main element, the Seller shall transfer co-ownership to Datwyler on a proportionate basis.

3.3 The Seller shall store Datwyler's materials separately as Datwyler's property in a correct and orderly manner prior to processing. The documents and means of production must be identified on each item as being Datwyler's property. The Seller also undertakes to place Datwyler's co-owned property in appropriate safekeeping.

3.4 The Seller is obliged to insure tools belonging to Datwyler (and the materials and parts made available) at their value when new, at his own expense, against fire, water and theft losses. The Seller shall assign all compensation claims arising from this insurance to Datwyler. Datwyler hereby accepts such assignment.

3.5 The Seller undertakes to carry out the necessary servicing and inspection work together with all maintenance and repair work on Datwyler's tools promptly and at his own expense. The Seller shall notify Datwyler immediately of any incidents. In case of culpable omission, the Seller shall be liable for all resultant loss and damage incurred by Datwyler.

3.6 The Seller shall keep confidentiality regarding all production documents and, at Datwyler's special request, specified means of production. These must only be disclosed to third parties with explicit agreement from Datwyler. The confidentiality obligation is valid beyond the performance of the contract and shall lapse when the knowledge contained has become generally known.

3.7 If Datwyler does not place the order or when the order is completed, the Seller shall, at Datwyler's request, return the production documents and means of production belonging to Datwyler, semifinished and finished Goods (including those rejected by Datwyler as faulty) to Datwyler in perfect condition, without any retaining copies, single parts, etc., or shall destroy or modify them so that they can no longer be used to manufacture the Goods. The Seller shall furnish proof of such destruction/modification at Datwyler's request. The Seller shall have no right of retention over the Goods due to Datwyler pursuant to clause 3 nor over any rights to the Goods.

3.8 If the Seller violates one of the duties stipulated in clause 3, the Seller must pay Datwyler a no-fault appropriate compensation in proportion to the gross value of the order affected by such duty. Datwyler explicitly reserves the right to assert higher damages incurred in individual cases.

3.9 The Seller is only permitted to mention or cite Datwyler as a reference in any marketing materials with the explicit written agreement of Datwyler.

3.10 In addition to clause 3, the Seller is required to sign and observe Datwyler's NDA, Datwyler's Code of Conduct and, if necessary, a separate Tooling Agreement.

#### 4. Prices and conditions of payment

4.1 The price stated by Datwyler in the Purchase Order is understood to exclude value added

tax/sales tax and is binding. The price is understood to include packaging. Value added tax is always reported separately by the two parties. Price increase reservations require the explicit written agreement of Datwyler. Supplementary the rules of the Incoterms 2020 DDP (Delivered Duty Paid) at the place of delivery specified by Datwyler's Purchase Order are valid unless agreed otherwise in writing.

4.2 Datwyler shall process the invoices within the stated periods if they show the order number stated in the Purchase Order and the delivery is complete and the delivery note and all necessary delivery documents, as declared in Clause 8.2, are included. The Seller is responsible for all consequences of failure to comply with this obligation, subject to proof by the Seller that he is not to blame.

4.3 Unless agreed otherwise, Datwyler shall pay as follows, according to its own choice: within 30 days of receipt of invoice, with 3% discount, or within 90 days, strictly net. If the goods only arrive after the invoice, the date of receipt of goods is deemed to be the date of receipt of the invoice. Datwyler shall pay the invoices to the account of the Seller indicated in the invoice.

#### 5. Offsetting and assignment

5.1 Offsetting of Datwyler's claims arising from the business relationship is only permitted if the Seller can offset against a legally determined claim or a claim which has been explicitly recognized by Datwyler. The foregoing also applies to the assertion of retention rights.

5.2. Assignments of claims are only permitted with written agreement from Datwyler.

#### 6. Ownership of Goods

6.1 The Seller shall transfer ownership of the Goods manufactured according to Datwyler's production documents or with the help of Datwyler's means of production to Datwyler at the time of manufacture. Clause 3.1 shall apply as appropriate. Datwyler gets ownership or/and the Seller shall transfer the ownership of any other Goods not covered by sentence 1 at the time of delivery.

6.2 Retention of ownership by the Seller is excluded for all deliveries.

#### 7. Delivery and packaging

7.1 Partial deliveries by the Seller are basically prohibited, subject to explicit agreement from Datwyler.

7.2 The dates and periods stated in the Purchase Order are binding on the Seller. The ordered deliveries and services must be received or performed at the intended location on the stipulated date.

7.3 If the Seller recognizes that he will be prevented from performing the contract on deadline with the specified quality, he must inform Datwyler immediately in writing. The Seller must compensate for losses incurred due to delayed notification or omission of notification.

7.4 The statutory provisions shall apply in respect of the qualifying conditions and legal consequences of defaulted delivery and/or performance. After an appropriate grace period has elapsed,

Datwyler is entitled to withdraw from the contract or to request compensation for damages in lieu of performance. If Datwyler requests compensation for damages, it is incumbent upon the supplier to prove that he is not responsible for the violation of his obligation.

7.5 Datwyler may still withdraw from the contract in whole or in part if the Seller is not responsible for exceeding the delivery deadline.

7.6 The Seller undertakes to use packaging which conforms to the relevant environmental and disposal regulations. Datwyler reserves the right to return the packaging. Datwyler is only obliged to return it if a special written agreement exists.

## 8. Transport and transfer of risk

8.1 Deliveries are made and services are provided DDP (Delivered Duty Paid) at the place of delivery specified by Datwyler's Purchaser Order. If, in exceptional cases, Datwyler bears the costs of transport, the Seller undertakes to commission the forwarder designated by Datwyler. If Datwyler fails to issue an instruction, the Seller must as a general rule select the most economical means of dispatch. Datwyler shall only refund higher costs if they are attributable to Datwyler's explicitly stated packaging and dispatch regulations.

8.2 A delivery note stating Datwyler's order number must be enclosed with every delivery. The delivery note must also include information on the gross and net weight. In case of partial deliveries, the remaining quantity for subsequent delivery must be stated. The dispatch and delivery documents and other documents relating to the Purchase Order/Orders must show Datwyler's order number which was included in the Purchase Orders/Orders. As delivery documents, the Seller shall submit an acceptance test certificate (in German: "Abnahmeprüfzeugnis"), a declaration of confirmation (in German: "Konformitätserklärung"), a certificate of origin or a corresponding declaration for goods not manufactured in Germany together with the delivery. If the Seller omits identification with the Datwyler order number and/or necessary documents are missing, Datwyler has the right to refuse the delivery and return it at the expense and risks of the Seller and/or shall not be responsible for delays in processing.

8.3 In a clearly visible manner, the Seller shall mark his delivery/objects delivered with the information according to the valid VDA guidelines, or at least with the following information: Seller including address, designation of delivered parts/Goods, Datwyler article numbers, quantity, delivery date, batch number.

## 9. Force Majeure

If Datwyler is prevented from acceptance of the deliveries or services and from performing the associated obligations (such as the drawing up of the inspection and defect list) due to circumstances of force majeure or other events which Datwyler cannot foresee and for which Datwyler is not to blame, and which only occur after conclusion of the contract, or of which Datwyler is unaware when the contract is concluded without blame on its part, and due to subsequent strikes and lawful lockouts, Datwyler shall be released from such obligations

for the period and in accordance with the scope of the effects of such circumstances. Datwyler shall inform the Seller that it is so prevented and shall state the reasons.

## 10. Acceptance and warranty

10.1 Datwyler is entitled to refuse acceptance of deliveries before the agreed delivery and acceptance dates. Goods delivered early may be sent back to the Seller at his expense and risk, or may be stored with third parties.

10.2 If the Seller violates the packaging or dispatch regulations, Datwyler may refuse to accept the Goods without defaulting on acceptance.

10.3 The deliveries must conform to the statutory and official provisions applicable to their sale and use as valid at the time of delivery, in particular occupational safety, accident prevention and other safety regulations, the fire prevention regulations of the responsible area and the provisions concerning prevention of immissions and environmental damage as applicable at the set-up location (Datwyler expects environmental protection certificate ISO 14001), and to the recognized rules of engineering. The requirements of any quality assurance agreement concluded with Datwyler must be respected. Without the need for special reference on the purchase order, the safety equipment required according to the valid accident prevention regulations must also be delivered.

10.4 The warranty is based on the statutory provisions unless stipulated otherwise by these Purchasing Conditions.

10.5 For the commercial duty of inspection and notification of defects, the statutory provisions (§§ 377, 381 HGB, German Commercial Code) shall apply with the following rules: Datwyler's duty of inspection shall be limited to defects which become apparent during Datwyler's incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during Datwyler's quality control by random sampling. If an acceptance is agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the normal course of business, taking into account the circumstances of the individual case. Datwyler's obligation to give notice of defects discovered later remains unaffected. Irrespective of Datwyler's duty to inspect, Datwyler's complaint (notification of defects) shall in any case be deemed to be prompt and timely if it is sent within ten working days of receipt of the delivery for evident defects, within twenty days of receipt of the delivery for complex subassemblies and within ten Working Days of discovery for concealed.

10.6 The warranty period is thirty-six months calculated from the transfer of risk.

10.7 In addition to statutory warranty claims, Datwyler is entitled to return the defective delivery at the Seller's expense and risk and, as it chooses, to request replacement or reworking. The Seller shall bear the necessary expenses. Reworking or delivery of a replacement shall suspend the warranty period for the time between notification of the defect and acceptance. If it is at risk of default or in especially urgent cases, Datwyler may itself rectify

the identified defects at the cost of the Seller without setting a grace period, or may have them rectified by third parties.

10.8 Subsequent performance shall also include the removal of the defective Goods and their reinstallation, provided that the Goods have been installed in or attached to another object in accordance with their nature and purpose of use; Datwyler's legal claim to reimbursement of corresponding expenses shall remain unaffected. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Datwyler's liability for damages in the event of unjustified requests for the removal of defects shall remain unaffected; however, in this respect Datwyler shall only be liable if Datwyler has recognized or grossly negligently failed to recognize that there was no defect.

10.9 The Seller shall inform Datwyler about potential errors and potential or actual dangers which have affected his customers (or their customers) due to his deliveries or services.

#### 11. Product liability and insurance

11.1 If a damaged or injured party asserts claims arising from product liability against Datwyler based on domestic or foreign law, the Seller is obliged to indemnify Datwyler in respect of the damage compensation claims when first requested to do so, provided that the cause is to be found in the Seller's sphere of control and organization, and that he himself is liable in the external relationship.

11.2 As part of his liability for cases of damage or loss as defined in clause 11.1, the Seller undertakes to reimburse all expenses pursuant to §§ 683, 670 BGB (German Civil Code) ] which arise from or in connection with a recall action launched by Datwyler. Insofar as possible and reasonable, Datwyler shall inform the Seller about the content and scope of the recall measures to be undertaken, and shall give him the opportunity to comment.

11.3 The Seller undertakes to maintain a product liability insurance with a sum insured which is appropriate to the specific Goods and sectors, however with a minimum sum of 10 Million €.

11.4 Datwyler explicitly points out that it acts primarily as a supplier to the automobile industry, and this is deemed to be already known to the Seller when he takes out insurance. Any further damage compensation claims due to Datwyler shall not be affected.

#### 12. Commercial Property Rights

12.1 The Seller confirms that no rights of third parties or in Datwyler's export countries which are known to the Seller when the contract is concluded are violated in connection with his deliveries and services.

12.2 On first written request, the Seller undertakes to indemnify Datwyler in respect of claims which a third party asserts due to violation of rights. The obligation to indemnify also relates to all expenses which Datwyler necessarily incurs due to or in connection with claims asserted by a third party. The Seller shall assist Datwyler with court

proceedings as necessary or shall, at Datwyler's request, enter into legal disputes at his own expense. Datwyler shall only conclude agreements, and in particular settlements, with third parties with the agreement of the Seller.

12.3 The statutory regulations from Germany shall apply with regard to the period of limitation and the start of the limitation period.

#### 13. Confidentiality

The information communicated to Datwyler in connection with the Purchase Order is not deemed to be confidential, subject to a divergent written agreement.

#### 14. Prevention of corruption

14.1 Datwyler does not tolerate any corruption. This is understood to mean all actions by a person which are intended to offer an advantage to a natural person or legal entity, in order to induce an action or omission which is contrary to obligations, and every offer and acceptance of such advantages.

14.2 If the Seller violates the above provision, Datwyler is entitled to cancel the contractual relationship at any time without notice and to demand compensation for damages. Claims for compensation for damages by the Seller are excluded in this case.

#### 16. Place of performance

The place of performance for deliveries is the destination indicated by Datwyler or in the absence of a specific location, the headquarters of Datwyler. The place of performance for the payments of Datwyler is the location specified by Datwyler, or in the absence of a specific location, the headquarters of the Datwyler.

#### 17. Applicable law, Place of jurisdiction and Severability clause

17.1 These GPC and the contractual relationship between Datwyler and the Seller shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods..2 If the Seller is a merchant as defined in the German Handelsgesetzbuch (German Commercial Code), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office is the registered office of Datwyler in Cleebrohn. The same shall apply if the Seller is an entrepreneur as defined in § 14 BGB (German Civil Code). In all cases, however, Datwyler shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement or at the general place of jurisdiction of the Seller. Priority statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

17.3 If a provision of these Conditions of Business or a provision in connection with other agreements should be or become ineffective, the effectiveness

of all other provisions or agreements shall not be affected.

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