

General Terms and Conditions of Purchase Status October 2022

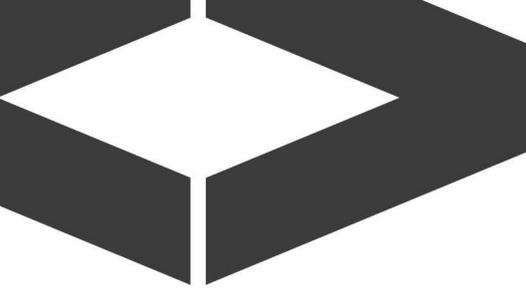
1. Scope

- (1) Unless otherwise expressly stipulated in writing, these General Terms and Conditions of Purchase shall apply to all contracts between Olmatic GmbH (hereinafter collectively referred to as "**Olmatic**", "**we**" or "**us**") and its suppliers ("**Supplier**" or "**you**"), the subject matter of which is, at least in part, the purchase of goods and/or rights (hereinafter referred to as "**object of purchase**") or the provision of services to Olmatic. They also apply to future business relationships, even if they are not expressly agreed again. The version of these General Terms and Conditions of Purchase valid at the time of conclusion of the contract is authoritative.
- (2) These General Terms and Conditions of Purchase are exclusively addressed to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) BGB (German Civil Code, "*Bürgerliches Gesetzbuch*", hereinafter referred to as "**BGB**"). An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity (Section 14 BGB).
- (3) These General Terms and Conditions of Purchase shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of purchase of the Supplier shall only become part of the contract if and insofar as Olmatic has expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if Olmatic carries out the delivery to the Supplier without reservation in the knowledge of the Supplier's General Terms and Conditions. In the event of conflicting or contradictory General Terms and Conditions, the Supplier is requested to confirm in writing that only our General Terms and Conditions shall apply.
- (4) Individual agreements made with the Supplier in individual cases (including any framework agreements, ancillary agreements, supplements and amendments) as well as the information contained in the individual order shall in any case take precedence over these General Terms and Conditions of Purchase. They must be in writing.

2. Form

Legally relevant declarations and notifications by the Supplier with regard to the contract (e.g. setting of deadlines, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, particularly in the event of doubts about the legitimacy of the declarant, shall remain unaffected.





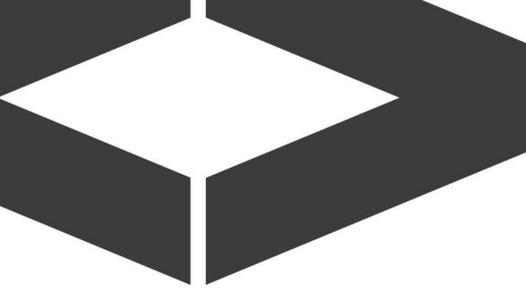
3. Orders and Commissions

- (1) Insofar as offers by Olmatic do not expressly contain a binding period, Olmatic is bound by them for one week after the date of the offer. Olmatic may submit offers either by telephone or by e-mail. The receipt of the Supplier's order confirmation by e-mail is decisive for timely acceptance.
- (2) Before the time of receipt of the order confirmation, Olmatic is entitled to revoke the offer or the order at any time.
- (3) Unless otherwise agreed, the preparation of offers, cost estimates, samples or similar services for Olmatic shall in principle be free of charge.
- (4) The Supplier's order confirmation shall contain the binding delivery date.
- (5) Olmatic shall be entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 14 calendar days before the agreed delivery date. The same applies to changes in product specifications insofar as these can be implemented within the framework of the Supplier's normal production process without significant additional effort, whereby in these cases the notification period pursuant to the preceding sentence shall be at least one month. Olmatic shall reimburse the Supplier for the respective proven and reasonable additional costs incurred by the change. If such changes result in delivery delays which cannot be avoided in the Supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify Olmatic in writing of the additional costs or delays in delivery to be expected by it upon careful assessment in due before the delivery date, but at least within five working days after receipt of the notification pursuant to sentence 1.
- (6) The Supplier is not entitled to change the delivery, in particular the product specification, the performance or other components of the order without Olmatic's written consent.
- (7) The Supplier is only entitled to use third parties, in particular subcontractors, after prior written consent by Olmatic. Any other subcontracting to third parties is also only permitted with our written consent. Any infringement shall entitle the Supplier to compensation.
- (8) The supplier shall be obliged to provide Olmatic free of charge with all documents required for the use, operation or processing of the goods delivered.

4. Delivery

- (1) The Supplier may only send the goods to be delivered as express freight or air freight by special agreement. The transport shall be carried out by a forwarding carrier named by Olmatic.
- (2) Unless otherwise agreed, delivery shall be free to the destination specified by Olmatic. If transport costs are borne by Olmatic based on an express agreement, the Supplier shall choose the most economical type of delivery.
- (3) If, in an individual case, delivery has not been agreed free to the destination specified by us, the delivery must be made available in time for collection by the carrier.
- (4) The relevant delivery period (delivery date or period) stated in the order or otherwise agreed is binding. The Supplier is obliged to inform Olmatic immediately in writing if circumstances occur or become apparent

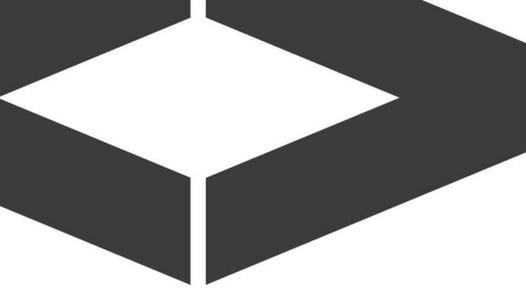




according to which the delivery time cannot be met. Early deliveries or partial deliveries are only permissible with the written consent of Olmatic.

- (5) If the goods delivered are not received on time at the agreed shipping address or destination specified by Olmatic, Olmatic shall be entitled, after unsuccessful expiry of a reasonable period of grace granted to the Supplier, to withdraw from the contract and to claim damages for non-performance or compensation for futile expenses. Olmatic may also withdraw from the contract immediately without a period of grace and claim damages for non-performance or reimbursement of futile expenses if special circumstances exist which justify immediate withdrawal after weighing the interests of both parties. Such a circumstance may be that the Supplier's performance can no longer be integrated into Olmatic's work process without unreasonable delay or unreasonable additional expenditure.
- (6) If the day on which the delivery has to be made at the latest can be determined on the basis of the contract, the Supplier shall be in default upon expiry of this day, without this requiring a separate reminder by Olmatic. In the event of delay in delivery, Olmatic shall be entitled to the statutory claims without limitation, including the right of withdrawal and the claim for damages instead of performance after unsuccessful expiry of a reasonable grace period.
- (7) In the event of delays in delivery, Olmatic shall be entitled, after prior written warning to the Supplier, to demand a contractual penalty in the amount of 0.5 %, but not more than 5 %, of the respective order value for each commenced week of delay in delivery. The contractual penalty shall be offset against the damage caused by delay to be compensated by the Supplier.
- (8) In the event that Olmatic is prevented by force majeure from accepting the Supplier's performance in whole, in part or temporarily, Olmatic shall not be responsible for this. For the duration of the impediment Olmatic shall be released from any duty or obligation to accept and shall not be liable for any resulting damage. If the impediment within the meaning of this paragraph lasts longer than 90 calendar days, Olmatic may terminate the contract without observing a time limit by written notice. This shall not give rise to any claims on the part of the supplier. Force majeure within the meaning of this paragraph shall be all events the occurrence and effects of which on the performance of the contract Olmatic cannot prevent by reasonable measures, in particular such events which are beyond its control. This may include in particular war, warlike conditions, revolution, coup, insurrection, riot, blockade, embargo, inter-company labour disputes, pandemic, epidemic or natural disasters.
- (9) Olmatic is entitled to refuse acceptance of the delivery and to return the goods at the Supplier's expense if this takes place before the agreed delivery date and no consent to the early delivery has been given by Olmatic.
- (10) Retentions of title by the Supplier shall only apply insofar as they relate to the payment obligation for the respective products to which the supplier retains title and insofar as they have been expressly agreed.
- (11) Unless otherwise agreed, the Supplier shall take out transport insurance corresponding to the value of the goods delivered and also including transport in Olmatic's works to the place of destination. The Supplier already now assigns to Olmatic the claims arising from the insurance. The Supplier remains entitled to collect the claim against the insurance.
- (12) The Supplier shall enclose a delivery note with the order, stating the date of the order.
- (13) At Olmatic's request, the Supplier shall take back the packaging or parts thereof free of charge at the place of the shipping address. Olmatic shall only be obliged to keep or dispose of the Supplier's packaging material on the basis of an express agreement.





Olmatic GmbH

Herzog-Eberhard-Strasse 56
72250 Freudenstadt

Phone +49 (0) 74 41 - 52 09 4 - 0
Fax +49 (0) 74 41 - 52 09 4 - 29
info@olmatic.de
www.olmatic.de

5. Insurance

- (1) The Supplier shall take out sufficient liability insurance at its own expense for damage caused by it, its personnel, its agents or by the delivery item itself until expiry of the warranty for defects. The amount of coverage per damage event shall be disclosed to Olmatic upon request.
- (2) If claims are made against Olmatic by third parties on the grounds of product liability, the Supplier shall indemnify Olmatic on first demand against all damage caused by the Supplier, insofar as the Supplier itself is liable to the third party. Further claims for damages remain unaffected.

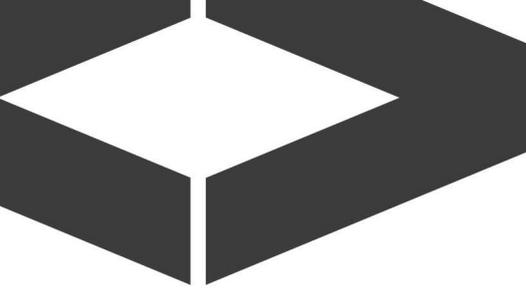
6. Transfer of Risk

Unless otherwise agreed, the risk shall pass to Olmatic upon handover of the delivery item at the place of the agreed shipping address or specified destination.

7. Price and Payment

- (1) The prices stated in the order confirmation are fixed prices including all ancillary costs (e.g. costs for packaging, transport costs including any transport and transport liability insurance). They are exclusive of value added tax, which shall be shown separately in each case.
- (2) If sliding prices have been agreed, even if the agreed delivery date is exceeded by the Supplier, only the price that would have been calculated if the delivery date had been met shall be payable by us.
- (3) Payment periods shall run in accordance with the terms set out in the order. Payments shall be made within 60 days. If payments are made early within 30 days, the invoice amount less 2 % discount shall apply. The aforementioned periods shall commence in each case when both the risk has passed to Olmatic and the invoice has been received by Olmatic. The date on which Olmatic verifiably issues the transfer order shall be decisive for compliance with the payment deadline.
- (4) Olmatic's order number must be quoted on all invoices. Order and invoice currency must match. If an invoice does not comply with these requirements, Olmatic is entitled to reject the invoice. In this case the invoice does not trigger a due date according to the above paragraph (3). Invoices shall be issued separately for each delivery.
- (5) If, after the order has been placed, it transpires that the Supplier's creditworthiness or ability to deliver deteriorates in a way that jeopardises the performance of the contract, Olmatic shall be entitled to withdraw from the contract.
- (6) In the event of default in payment, Olmatic shall owe default interest in the amount of five percentage points above the base interest rate pursuant to Section 247 BGB.
- (7) The INCOTERMS in the version valid at the time of conclusion of the contract shall apply to the interpretation of commercial clauses. If no special agreement has been made, the prices shall be understood free place of use duty paid (DDP) including packaging.





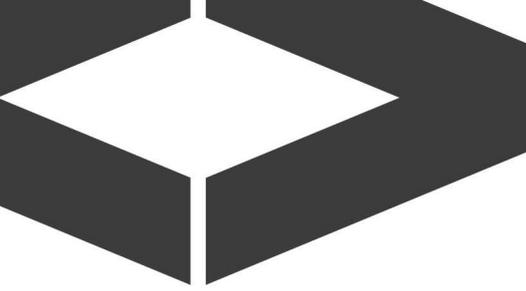
8. Claims for Defects

- (1) The Supplier warrants within the period specified in paragraph (3) that the delivered goods do not have any material defects or defects of title but have the agreed quality. Such a defect shall also be deemed to exist if, at the time of the passing of risk, the goods delivered do not comply with the contractually agreed or customary purpose of use, the recognised rules of technology and the applicable statutory and official provisions, in particular licensing regulations, occupational health and safety regulations and accident prevention regulations. Insofar as CE, DIN, ISO, VDE, VDI, DVGW standards or standards equivalent to them are applicable to the goods delivered, the goods must comply with them at the time of transfer of risk. The provisions of this paragraph shall also apply if construction and assembly work is to be carried out by the Supplier in connection with the goods delivered. The acceptance or approval of samples or specimens submitted shall not constitute a waiver of warranty claims.
- (2) The Supplier shall inspect the goods delivered at Olmatic's request and prepare or present a test certificate thereon.
- (3) Unless otherwise agreed, all claims for material defects Olmatic shall become statute-barred within three (3) years from the transfer of risk. Defects of title shall become statute-barred within ten (10) years after the transfer of risk.
- (4) The period for the notification of defects which can only be detected during an inspection which goes beyond a mere incoming goods inspection shall be two weeks and shall commence upon delivery. Olmatic's duty to inspect is limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, deviation from the agreed quality, wrong and short delivery). In the case of hidden defects, the period for giving notice of defects shall begin with the discovery of the defect.
- (5) Olmatic shall be entitled to remedy defects itself, have them remedied by third parties or otherwise procure replacement at the Supplier's expense, if the Supplier refuses to fulfil its obligations based on Olmatic's claims for defects or fails to fulfil these obligations within a reasonable period.
- (6) Irrespective of the above provisions, in the case of framework supply agreements Olmatic has the right to terminate these extraordinarily for good cause if the Supplier repeatedly delivers defective goods despite a warning.

9. Liability of the Supplier

- (1) The Supplier shall be liable in accordance with the statutory provisions. The Supplier shall particularly be liable for all damage culpably caused to Olmatic by him, his personnel and other third parties employed by him within the scope of the project. Furthermore, the Supplier shall indemnify Olmatic against any costs incurred by Olmatic as a result of claims being asserted against Olmatic for damage caused by its goods delivered, the cause of which is attributable to the Supplier's area of responsibility.
- (2) In the event that the Supplier or a third party commissioned by it carries out work on the premises of Olmatic or a third party designated by Olmatic, in particular of customers of Olmatic, the Supplier shall ensure that the operating regulations of Olmatic or the third party designated by Olmatic are complied with in their respective valid version. Olmatic shall make these available to the Supplier on request. In the event of infringements against these, the Supplier alone shall be liable.





- (3) The Supplier shall indemnify Olmatic against all costs incurred by Olmatic as a result of claims being asserted against Olmatic for damage the cause of which is attributable to the Supplier's area of responsibility. This shall also apply in the event of Olmatic being held liable under the Product Liability Act.

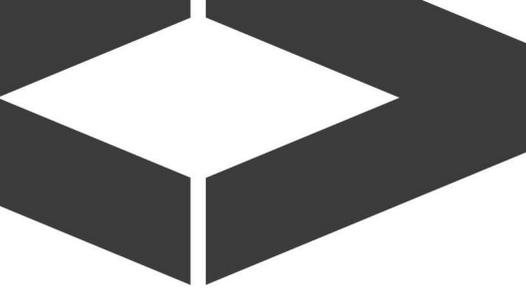
10. Our Liability

- (1) Unless otherwise stipulated in these General Terms and Conditions of Purchase including the following provisions, Olmatic shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) Olmatic and its vicarious agents shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence Olmatic shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only
- a. for damages resulting from injury to life, body or health,
 - b. for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely);
- in this case, however, Olmatic's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from paragraph (2) shall also apply vis-à-vis third parties as well as in the event of breaches of duty by persons (also in their favour) whose fault Olmatic is responsible for according to statutory provisions. They shall not apply insofar as a defect was fraudulently concealed by the Supplier or a guarantee for the quality of the goods was assumed and for claims of the customer under the Product Liability Act.
- (4) Insofar as liability is excluded or limited, the Supplier shall also be obliged to indemnify Olmatic against claims of third parties upon first request.

11. Third Party Property Rights

The Supplier shall be liable vis-à-vis Olmatic for claims arising from an infringement of industrial property rights and/or applications for industrial property rights in the use of the delivery item supplied by the Supplier. The Supplier shall indemnify Olmatic against all claims arising from such infringements and undertakes to bear all costs incurred in this connection, including the costs of any licence fees payable and reasonable legal costs. In addition, the Supplier shall support Olmatic in any extrajudicial and judicial dispute with the owner of the property right. Further legal or contractual claims on our part due to defects of title of the goods remain unaffected.





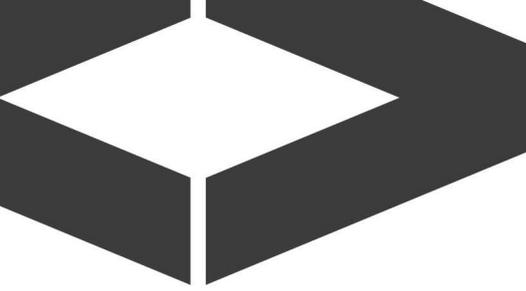
12. Confidentiality

- (1) The contractual partners undertake to keep confidential information of the respective other contractual partner secret.
- (2) Confidential information is information that is either expressly designated as such or where it is clear from the circumstances that it is confidential information.
- (3) Olmatic may disclose confidential information to third parties insofar as this is necessary in connection with the performance of the contract. In this case Olmatic shall oblige the third party to maintain secrecy in accordance with its own obligation.
- (4) Neither Olmatic nor the Supplier shall make the information provided to them and marked as confidential the subject of property right applications or oppose them to property right applications of the respective other.
- (5) The obligation to maintain confidentiality shall not apply to such confidential information that is generally known, that was demonstrably already known to the receiving party prior to its communication, that was demonstrably independently developed or lawfully obtained by a contracting party, that has otherwise become generally known without a breach of the confidentiality obligations of one of the parties, or that one of the parties is obliged to disclose by virtue of an official or judicial order or otherwise by law. The confidentiality obligation shall expire in any case three years after the complete execution of the contract.
- (6) Suppliers may only advertise their business relationship with Olmatic with our prior written consent.
- (7) Olmatic shall retain ownership and copyright of all documents provided to the Supplier. In the event of non-occurrence or termination of the contractual relationship, these shall be returned to Olmatic or deleted upon first request.

13. Samples, Drawings, Models and Operating Instructions

- (1) Olmatic reserves all property rights and industrial property rights to all information carriers handed over by Olmatic to the Supplier, in particular samples, drawings and production documents. These documents may not be made accessible to third parties unless these contain information that has become public or lawfully known to the Supplier from a third party before the handover or lawfully becomes known thereafter. These information carriers shall be returned to Olmatic without delay as soon as they are no longer required for the performance of the obligations owed by the Supplier to Olmatic. There is no right of retention.
- (2) Tools, devices and models made available to the Supplier by Olmatic or manufactured for contractual purposes and charged separately to Olmatic by the Supplier shall remain the property of Olmatic. They shall be identified by the Supplier as the property of Olmatic, kept in safe custody, secured against damage of any kind and used only for the purposes of the contract. The Supplier shall notify Olmatic immediately of any damage to these items which is not merely insignificant. Upon request, the Supplier shall be obliged to return the goods to Olmatic in proper condition if they are no longer required by him for the performance of the contracts concluded with Olmatic.
- (3) Production equipment and documents of the Supplier shall become the property of Olmatic upon delivery. The Supplier is obliged to comply with all applicable German and European regulations regarding the handover and/or availability and/or attachment of technical or other documents, information, operating or other instructions, declarations and markings. He shall provide Olmatic with operating instructions for the goods delivered in all official languages of the European Union in written and electronic form, unless otherwise





agreed. Olmatic shall be entitled to use operating instructions provided by the Supplier in whole or in part in any form. This applies in particular to the integration of the operating instructions into overall operating instructions. Obligations of the Supplier going beyond the provisions of this paragraph due to German or European regulations remain unaffected.

14. Compliance

The Supplier is obliged to take necessary and appropriate measures to prevent corruption. In particular, the Supplier undertakes not to offer, promise or grant, or allow to be offered, promised or granted, any benefits or other advantages (e.g. money, gifts of monetary value and invitations which do not have a predominantly business character, such as sporting events, concerts, cultural events) to employees and board members of Olmatic by employees, board members or third parties.

15. Assignment, Set-off, Right of Retention

- (1) The assignment of rights and/or the transfer of the Supplier's obligations under the contract shall require the prior written consent of Olmatic.
- (2) The Supplier is only entitled to offset if the counterclaim is acknowledged, undisputed or legally established.
- (3) The Supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship and is acknowledged, undisputed or legally established.

16. Other

- (1) The Terms and Conditions of Purchase between Olmatic and the Supplier shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German private international law.
- (2) The exclusive place of jurisdiction for all disputes arising from the business relationship between Olmatic and the Supplier shall be the Regional Court of Rottweil, Germany. Olmatic is also entitled to bring an action at the Supplier's place of business as well as at any other legally permissible place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.
- (3) Unless otherwise agreed, the place of performance for all services of the Supplier and Olmatic shall be the place of destination specified by Olmatic. If Olmatic does not specify a place of destination, the place of performance shall be the registered office of Olmatic.

Freudenstadt, October 2022

Olmatic GmbH
- Management Board -

