

General Terms and Conditions of Purchase of Comet Yxlon GmbH

As at September 2022

1 EXCLUSIVE APPLICABILITY, BINDING NATURE

1.1 These General Terms and Conditions of Purchase ("General Terms of Purchase") apply to every contract ("Contract") between Comet Yxlon GmbH ("Yxlon") and its respective supplier ("Supplier") regarding the purchase of goods and services ("Service" or "Services"), unless something different has been agreed in writing.

1.2 The General Terms of Purchase apply exclusively. Any contradictory, supplementary or divergent conditions of the Supplier only become part of the Contract if and to the extent to which Yxlon has expressly consented to their validity in writing. This requirement of consent applies in all cases, for example even if Yxlon accepts the Supplier's deliveries without reservation in the knowledge of the Supplier's terms and conditions of business or refers to a letter which contains or makes reference to general terms and conditions of business of the Supplier or a third party.

1.3 The Supplier accepts these General Terms of Purchase by the submission of an offer or by accepting an order and/or confirming a commission from Yxlon.

1.4 All written documents, including invoices, must contain the order number, file number and date of the Contract of Yxlon.

1.5 The General Terms of Purchase only apply if the Supplier is an entrepreneur as defined in Section 14 German Civil Code, a legal person under public law or a public-law special fund.

2 OFFERS

Offers from Suppliers are in any case non-binding and free of charge for Yxlon, even if they are made in response to a request. In the offer, the Supplier must adhere to the request or invitation for tenders as regards quantity, condition, duration, placement deadline and implementation, and must expressly point out any divergences. It is bound by its offer for 90 days.

3 ORDERS

3.1 Orders and commissions by Yxlon are only binding if they are issued or confirmed in text form by Yxlon or an enterprise acting for Yxlon. This also applies in case of electronic orders. The Supplier must require the presentation of a power of attorney from Yxlon from enterprises acting on the instructions of Yxlon.

3.2 Orders must be confirmed in writing without undue delay. Yxlon reserves the right to withdraw the order if confirmation is not received within the time-limit stated in the order.

3.3 If the Supplier diverges from the order in its letter of confirmation, it has an obligation to point this out to Yxlon without undue delay. If Yxlon does not expressly consent to these divergences in writing, the Yxlon order remains decisive.

3.4 Yxlon has the right to require alterations to Services by, or the scope of performance of, the Supplier at any time. The Supplier must point out the consequences to Yxlon in writing (costs, dates, quality, safety, etc.). The implementation of the alteration may only be undertaken with the prior written consent of Yxlon.

4 SUBCONTRACTING

4.1 If the Supplier intends to have parts of the Service performed by third parties, the written consent of Yxlon must be obtained in advance in each individual case. In this context, the name and address of the sub-supplier must be stated together with the conditions subject to which the sub-supplier shall perform the Service. Yxlon can refuse consent for cause. Cause amongst other things also exists if the intended sub-supplier performs the Service subject to more advantageous conditions than those agreed between the Supplier and Yxlon.

4.2 Upon request by Yxlon, the Supplier must prove that it has paid for the Service of the sub-supplier in full or that corresponding collateral has been provided. Otherwise, Yxlon is entitled to retain the corresponding payments to the Supplier.

4.3 These General Terms of Purchase apply to sub-suppliers in the same way as to the Supplier. The Supplier's responsibility for the entire Service is not affected by the use of sub-suppliers. The Supplier is liable for partial Services performed by the sub-supplier in the same way as for its own Services.

5 ACCEPTANCE

5.1 For Services which Yxlon accepts pursuant to the order, the Services of the Supplier are deemed to have been accepted if Yxlon has declared in writing in accordance with fig. 5.2 that the Services were performed in accordance with the Contract. In all cases, this also includes the documentation and agreed verification records.

5.2 Acceptance will be conducted in accordance with the stipulations/specifications of Yxlon and is documented with minutes of acceptance.

6 DOCUMENTS, ATTESTATIONS, CERTIFICATES

6.1 According to the requirements of Yxlon, documentation must be produced containing the required provisions about maintenance and operation, attestations, certificates, and all other documents required for the contractual use and provided to Yxlon at the latest upon acceptance or delivery/performance.

6.2 This documentation forms part of the Service by the Supplier and is therefore a precondition for the remuneration falling due. No additional costs may be invoiced for this.

7 PRICES

7.1 The price stated in the order is binding. All prices include statutory value added tax unless this is shown separately.

Unless something different is agreed in an individual case, the price includes all Services and ancillary Services of the Supplier (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, transport costs including any transport insurance and third party liability insurance).

7.2 Unless something different is agreed in writing, once an order has been placed there is no obligation to pay the difference if the price increases.

7.3 Additional costs will only be accepted after prior written agreement and the placement of a corresponding order by Yxlon or an enterprise acting on the instructions of Yxlon. Applications for additional costs must be stated in detail in a transparent, understandable and justified way together with a costs schedule.

7.4 Upon request by Yxlon, the Supplier will make a corresponding costs overview available, which shows at least the costs of materials, manufacture, surcharges and one-off costs. This in particular applies to individual manufactured items.

8 PAYMENT DUE AND PAYMENT METHODS

Unless something different is agreed in writing, the agreed price falls due for payment within 45 days after receipt of an invoice which complies with the statutory requirements, but at the earliest after the declared acceptance and/or quality control of the Service pursuant to

fig. 5 or complete supply and Service. In case of bank transfers, payment has been made in good time if the transfer instruction was transmitted to the bank prior to the expiry of the payment period by Yxlon.

9 PERFORMANCE AND CONSEQUENCES OF DELAY

9.1 The agreed dates for Services/deliveries are binding. If the delivery period is not stated in the order and also was not agreed elsewhere, it amounts to four weeks from the date of the conclusion of the Contract.

In the remaining cases, the Supplier falls into delay after a written demand from Yxlon after a reasonable extension of the payment deadline.

Receipt and/or acceptance of a delivery/Service or subsequent performance at the place of receipt specified by Yxlon is decisive for whether it was performed in time.

9.2 If the Supplier assumes that the Service cannot be performed in time as a whole or in part, it must notify this in writing without undue delay, stating the reasons and the probable duration of the delay.

9.3 If the Supplier falls into delay, then irrespective of further-reaching statutory claims it owes a payment for each week of delay since the start of the delay, amounting to 1 %, but to a total of not more than 5 % of the net price of the delayed delivery. If the Supplier falls into delay with a partial delivery, the payment is calculated on the basis of the net price of the entire performance unit to be provided by it for which the taking into service and/or further processing is adversely affected by the delay of the partial delivery. The Supplier is entitled to prove that no damage occurred at all, or that only significantly less damage arose.

This payment does not release the Supplier from the other contractual obligations, but is offset against the compensation to be paid. Interest on arrears will in principle be offset by Yxlon against the payment to the Supplier and deducted from its invoice.

10 PACKAGING, DELIVERY

10.1 The Supplier will package, conserve and label the items supplied in accordance with the contractual specifications and otherwise in accordance with the applicable industrial standards and legal provisions. In particular, the Supplier will ensure that wooden packaging of all kinds and wooden pallets used for packaging or transportation conform to the requirements of the respective applicable international standard for phytosanitary measures (International Standards for Phytosanitary Measures No. 15). If transportation requires particular care as regards the packaging and method of transport, this must be pointed out to Yxlon. All parts of the

delivery must be clearly and permanently labelled (order number, item number, product name). The delivery must include a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) as well as the order information of Yxlon (date and number). If the delivery note is missing or incomplete, Yxlon is not responsible for delays in processing and payment which result from this. In addition to the delivery note, Yxlon must also be sent separate corresponding notification with the same content.

10.2 Delivery must be made free of charge to the place stated in the order. If the place of delivery is not specified and nothing different has been agreed, delivery must be made to the Yxlon headquarters. The respective place of delivery is also the place of performance for the delivery and any subsequent performance.

10.3 The INCOTERMS valid at the time of the conclusion of the Contract apply without reciprocal agreement.

11 TRANSFER OF RISK, INSURANCE

11.1 Unless something different is agreed in writing, benefits and risks pass to Yxlon at the time of transfer of ownership to the delivery, i.e. when it arrives at the designated destination.

11.2 If the Supplier has an obligation to produce finished work, perform work or commission Services, benefits and burdens pass to Yxlon at the time of acceptance pursuant to fig. 5.

11.3 If the required shipment paperwork for a delivery is not supplied in accordance with the regulations, the delivery will be stored at the Supplier's expense and risk until the paperwork is supplied.

12 WARRANTY

12.1 In the knowledge of the purpose of use for its Services, the Supplier warrants that its Services have the agreed factual and legal characteristics and are suitable for the presupposed use, conform to the applicable statutes and provisions and that the Service can be performed expertly in compliance with all safety measures. If certificates, inspection reports and similar documents form part of the agreed scope of performance, the statements made in them are deemed to be warranted.

12.2 If public authority consents are required for performance of the delivery or Service, the Supplier must obtain or secure them itself at its own expense unless a different agreement is reached in writing. It is also liable for the conformity of performance with the statutory provisions, in particular employment safety regulations and the acknowledged technical safety regulations.

12.3 Yxlon will notify the Supplier of remaining defects of the delivery/Service

in writing without undue delay as soon as such defects are detected under normal circumstances of the ordinary course of business. In divergence from Section 442(1) sentence 2 German Civil Code, Yxlon is also entitled to claims due to defects without restriction in case the defects remained undiscovered at the time of the conclusion of the Contract due to gross negligence.

The statutory provisions apply to the businessman's duty of inspection and complaint (Sections 377, 381 Commercial Code) subject to the following stipulation: the duty of inspection is restricted to defects which are obvious upon inspection of the outward appearance of the goods and the delivery paperwork (e.g. transportation damage, wrong delivery or insufficient quantities) or which become obvious through quality control by random sampling. If acceptance is agreed, there is no duty of inspection. Otherwise it depends to what extent inspection is helpful taking into consideration the circumstances of the individual case in the ordinary course of business. The duty of complaint for defects which are discovered later remains unaffected. Notwithstanding the duty of inspection, a complaint (notification of defect) is deemed to have been filed without undue delay and in good time if it is sent off within 10 working days from discovery or, in case of obvious defects, from the time of delivery.

12.4 The warranty period is 24 months from the time of delivery. For parts which have been replaced or repaired, it begins to run anew upon their delivery. The warranty includes defects in quality and title of the item and the lack of warranted or presupposed characteristics.

12.5 If defects become apparent or warranted characteristics are missing, Yxlon is entitled at its discretion to require the rectification of the defects or the delivery of defect-free replacement, to reduce the price or to withdraw from the Contract. If the Supplier falls into delay with the rectification of the defect or if the case is urgent, Yxlon can rectify the defect itself or have it rectified, at the expense and risk of the Supplier. Further-reaching claims for compensation remain unaffected by this.

Subsequent performance also includes the removal of the defective goods which were installed, and the new installation of the repaired or replacement goods if the goods are of a type and intended purpose that requires installation in or on another item; the statutory claim to the reimbursement of corresponding expenditure remains unaffected by this. The expenditure necessary for inspection and subsequent performance will also be borne by the Supplier even in case it transpires that there was actually no defect.

12.6 Yxlon is in particular entitled to withdraw from the Contract with

immediate effect in the following cases and to waive fulfilment:

- If the Supplier falls into delay with performance or warranty work and a subsequent reasonable extension of the time-limit expires without fulfilment;

- If it is already clear before performance is due that the Service cannot be performed on time without fault by Yxlon and the Supplier does not create the preconditions for performance on time within a reasonable period;

- If it is already clear before performance falls due that the subject-matter of performance will not be suitable for the use presupposed by the Contract without fault by Yxlon, or will not have contractually agreed characteristics, and the Supplier fails to provide relief within a reasonable period;

- If insolvency proceedings are commenced regarding the Supplier's assets or such commencement was dismissed for lack of assets;

- If the Supplier breaches the provisions in fig. 17 regarding compliance and business ethics and in fig. 18 regarding confidentiality.

13 SPARE PARTS

13.1 The Supplier is obliged to keep spare parts for the Services delivered to Yxlon for a period of at least 10 years after delivery.

13.2 If the Supplier intends to stop the production of spare parts for the Services delivered to Yxlon, he will inform Yxlon immediately after the decision on the discontinuation. This decision must, subject to 13.1, be taken at least 6 months before production ceases.

13.3 The obligation applies regardless of whether at that time Yxlon still has claims for defects or warranty claims on the part of Yxlon or not.

14 LIABILITY

14.1 The Supplier is liable for all direct and indirect damage/loss arising as a result of defective Services. It is liable for all fault and for actions taken by persons employed in the fulfilment of its duties, its sub-contractors, sub-suppliers and other third parties called in to assist with fulfilment. The Supplier is also liable for loss of or damage to material provided (fig. 15.4).

14.2 The Supplier has an obligation to maintain adequate insurance cover for personal injury and damage to property caused by it or its staff, sub-contractors, sub-suppliers and other third parties called in to assist with fulfilment of the Contract.

14.3 The Supplier has a duty to inform Yxlon about dangers of use with clear instructions. In case of deliveries of hazardous goods, a data sheet must be included. The Supplier must also keep Yxlon informed about any changes in

science and technology regarding safety and the use of goods already delivered. If the Supplier has a duty on the basis of safety law provisions to inform the competent public authorities about indications that the Service/delivery may constitute a danger to human health or safety, the Supplier has an obligation to inform Yxlon of this without undue delay.

To the extent to which the Supplier is responsible for product damage, it has an obligation to indemnify Yxlon from compensation claims by third parties in this context upon first request as far as the cause is within its sphere of control and organisation. Within this framework, it is also obliged to reimburse any expenditure arising out of or in connection with a recall action carried out by Yxlon. Other statutory claims remain unaffected.

Services/deliveries which become the subject-matter of a recall action confer entitlement to termination of the Contract with immediate effect by Yxlon.

The Supplier undertakes to conclude and maintain product liability insurance with a sum of cover of at least EUR 10.0 million per instance of personal injury/damage to property. The Supplier will make available a copy of the third party insurance policy without delay upon request at any time.

14.4 Within the framework of the fulfilment of the Contract, the Supplier undertakes to comply with all statutory provisions, in particular the Act on the Regulation of a General Minimum Wage dated 11 August 2014 (Minimum Wage Act) in the respective applicable version and pay its employees remuneration for work amounting to at least the respective statutory minimum wage.

The Supplier indemnifies Yxlon from all claims in connection with Section 13 Minimum Wage Act within the framework of the Contract.

In order to secure the claims specified in fig. 14.4, Yxlon can require that the Supplier provides suitable collateral for the fulfilment of its contractual duties. Such collateral must be released at the latest one year after full completion of the Contract if no claims have been asserted against Yxlon by this time in connection with the Contract. Yxlon also remains entitled to refuse to release collateral beyond the end of this period if, at the latest by the expiry of the period for release, it shows actual indications that there is a breach by the Supplier of the obligation to pay the minimum wage and the risk of being called to account later.

The Supplier will prove payment of the minimum wage and the documentation pursuant to Section 17(1) Minimum Wage Act to Yxlon upon request if it is required to do so.

The Supplier in turn undertakes to ensure that sub-suppliers instructed by it and personnel leasing enterprises are likewise placed under contract to comply

with the minimum wage and to pay the respective applicable minimum wage on time and regularly, and in turn to contractually agree this obligation upon the use of sub-contractors or personnel leasing enterprises. Sub-contractors must be placed under the same obligation.

15 INDUSTRIAL PROPERTY RIGHTS AND ORDERS FOR MATERIALS

15.1 All previously existing industrial property rights (also including rights to documents such as plans, drawings, technical documents, software, etc.), remain with Yxlon or the Supplier. The Supplier may only use documents provided to it by Yxlon and all information connected with them for the fulfilment of orders; without prior consent from Yxlon, it is not entitled to produce products for third parties on the basis of such documents and information or copy or duplicate such documents and information, or make them accessible to third parties in any way as a whole or in part. Upon request, all documents and copies or duplicates thereof must be surrendered without undue delay.

15.2 The industrial property rights which arise in the course of the fulfilment of the Contract, in particular to the work, concepts, documentation, etc. produced by the Supplier exclusively for Yxlon, belong to Yxlon unless a different contractual agreement exists. Both parties remain entitled to use and dispose of ideas, processes and methods which are not legally protected.

15.3 The Supplier warrants that its supplies and services, and the use of its supplies and services by Yxlon, do not infringe any patents or other industrial property rights of third parties. If there is nevertheless an infringement of such rights, the Supplier has an obligation – at Yxlon's choice – either to alter the Service in such a way that it can be used by Yxlon in accordance with the terms of the Contract without infringement of the rights of third parties, or to indemnify Yxlon from these claims upon first written request. The Supplier's duty of indemnification in particular also extends to costs incurred by Yxlon out of or in connection with being called to account by a third party. The period of prescription amounts to ten years from the time of the conclusion of the Contract.

15.4 Material provided to the Supplier by Yxlon remains the unrestricted property of Yxlon. The Supplier has an obligation to treat such material provided with the same care as if it were its own property and to take all reasonable measures to secure it against destruction, deterioration or damage. Material provided may only be used for Services for Yxlon. Material provided must be stored separately and labelled as the property of Yxlon, and must be insured to a reasonable extent against destruction and loss.

16 CONSENTS AND EXPORT PROVISIONS

16.1 The Supplier will keep itself informed at all times about national and international export provisions and will notify Yxlon without undue delay if the performance is subject to these provisions as a whole or in part. It complies with all applicable export provisions and will disclose all relevant information to Yxlon upon request. This obligation continues to apply after the end of the term of the Contract.

16.2 The Supplier takes all necessary precautions to obtain any necessary public authority consents or licences which are required for performance and its purpose of use.

16.3 In any case, the Supplier will provide Yxlon with the following information on the packing list and (to the extent applicable) the customs invoice: country of origin, the relevant export classification numbers including the ECCN and the harmonised customs tariff codes for each delivered item. The information will be supplied to a level of detail corresponding to the requirements of any applicable trade agreements or customs agreements.

17 COMPLIANCE AND BUSINESS ETHICS

17.1 The Supplier undertakes to comply with the respective applicable statutory provisions, in particular the competition and anti-trust statutes, the provisions on employment and child protection, the prohibition on the trafficking of women and the core agreements of the international labour organisations, the restrictions on the use of certain hazardous substances in electrical and electronics equipment (EU Directive 2011/65/EC, RoHS Directives), the provisions relating to the registration, assessment, licensing and restriction of chemicals (Regulation (EC) No. 1907/2006, REACH), the provisions to counteract forgery and to protect the environment and health, as well as in particular money laundering statutes, and will not use raw materials that are conflict resources.

17.2 The Supplier undertakes not to accept any financial or other advantages if the giver expects or rewards an unjustified advantage. Likewise, it undertakes to comply by analogy in private business dealings with the OECD Convention of 17 December 1997 on Combatting Bribery of Foreign Public Officials in International Business Transactions.

17.3 The Supplier will place its staff, subcontractors, sub-suppliers and other third parties involved in the fulfilment of the Contract under a contractual duty of compliance with this provision.

18 CONFIDENTIALITY

18.1 Information which Yxlon provides to the Supplier for performance may not be

used for other purposes, copied or made accessible to third parties. Upon request, all documents provided must be surrendered without undue delay together with copies and duplicates thereof, or must be destroyed. The Supplier must confirm their destruction in writing.

18.2 All information provided by Yxlon must be treated as strictly confidential. The Supplier must ensure that this duty is also fulfilled by persons performing auxiliary tasks and sub-suppliers involved, as well as by all other third parties called in to help fulfil the Contract. In special cases, an additional detailed confidentiality agreement will be concluded.

18.3 Without the prior written consent of Yxlon, the Supplier is not permitted to make reference to business relations with Yxlon in its own advertising material, brochures, on its homepage, etc. and may not exhibit delivered items manufactured for Yxlon. Publications relating to spheres or interests of Yxlon require prior written consent.

The Supplier will place its sub-suppliers under a corresponding obligation.

19 DUTIES OF INFORMATION AND CLARIFICATION

19.1 Yxlon has the right to be informed about the stage reached with performance at any time.

19.2 The Supplier must notify Yxlon of all circumstances which threaten the interests of Yxlon.

19.3 The Supplier has an obligation to notify Yxlon of relevant experiences in connection with performance.

20 PARTIAL VOIDNESS

If individual provisions of these General Terms of Purchase are invalid as a whole or in part, or if they become ineffective, this does not affect the validity of the remaining provisions of the General Terms of Purchase or the individual Contracts. The parties undertake to replace the ineffective or invalid provision by a regulation which comes as close as possible to the economic purpose of the ineffective or invalid provision.

21 APPLICABLE LAW AND PLACE OF JURISDICTION

21.1 These General Terms of Purchase and the contractual relationship between Yxlon and the Supplier are governed by the law of the Federal Republic of Germany and the Yxlon Code of Conduct to the exclusion of international uniform law, in particular the UN law of sale.

21.2 The exclusive place of jurisdiction for all disputes arising out of the contractual relationship is the business headquarters of Yxlon in Hamburg, Germany. However, Yxlon is also entitled in each case to file a claim at the place of performance of the delivery obligation in accordance with these General Terms of

Purchase or a preceding individual agreement or a general place of jurisdiction of the Supplier. Statutory provisions which take precedence, in particular regarding exclusive competences, remain unaffected.