

GENERAL TERMS AND CONDITIONS OF PURCHASE

of böhm Kabeltechnik GmbH, Hall-Str. 8, 58638 Iserlohn, Germany
(hereinafter also referred to as "BÖHM KABEL")

§ 1 GENERAL, SCOPE OF APPLICATION AND VALIDITY

- 1.1** The following General Terms and Conditions of Purchase ("GTP") apply exclusively to all purchases made by böhm Kabeltechnik GmbH, Hall-Str. 8, 58638 Iserlohn, Germany. They apply equally to the purchase of production material (for the purpose of individual or series production, in particular raw materials, materials, assemblies parts) as well as to the purchase of spare parts, tools or machines and other products of any kind. The GTP only apply to entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law.
- 1.2** Furthermore, the SUPPLIER accepts these GTP by delivering its products and goods to BÖHM KABEL.
- 1.3** BÖHM KABEL does not recognize any terms and conditions of the contractual partners and customers (hereinafter also referred to as "SUPPLIER") that contradict, supplement or deviate from these GTP and expressly objects to them, unless BÖHM KABEL has expressly agreed to their validity in writing.
- 1.4** These GTP shall also apply in all cases in which BÖHM KABEL accepts the SUPPLIER's deliveries without objecting to its terms and conditions deviating from these GTP (regardless of whether BÖHM KABEL is aware of them or not). Furthermore, BÖHM KABEL objects - subject to written consent by BÖHM KABEL in individual cases - to all references of the SUPPLIER to clauses of third parties and to all sets of rules to which the SUPPLIER refers.
- 1.5** These GTP shall also apply to all future transactions between BÖHM KABEL and the SUPPLIER.
- 1.6** The provisions of these GTP shall apply in addition to any other agreements that the parties may additionally conclude, e.g. framework supply agreement, quality agreement.
- 1.7** References to the validity of statutory provisions are for clarification purposes only.
- 1.8** Individual agreements made with BÖHM KABEL in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTP. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation by BÖHM KABEL.

- 1.9** All legally relevant declarations, applications, ancillary agreements and notifications of the SUPPLIER must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Oral declarations shall have no effect vis-à-vis BÖHM KABEL. Statutory formal requirements and the possibility of obtaining further evidence, in particular with regard to the legitimacy of the declarant, shall remain unaffected.

§ 2 OFFER, CONCLUSION OF CONTRACT, REVOCATION OF ORDER

- 2.1** Requests by BÖHM KABEL to the SUPPLIER about its products and the conditions, or requests by BÖHM KABEL to submit offers or cost estimates shall not bind BÖHM KABEL in any way.
- 2.2** Orders placed by BÖHM KABEL shall only be valid and binding if they are made in writing. A signature by BÖHM KABEL is not required. As stipulated above and for the avoidance of doubt, the written form shall be deemed to have been complied with if the transmission is made by fax, e-mail or any other electronic data transmission system. Orders and calls placed verbally or by telephone shall require subsequent confirmation in text form by BÖHM KABEL in order to be legally valid. The same shall apply to subsidiary agreements and amendments to the contract.
- 2.3** Offers made by the Supplier shall be binding on the Supplier for at least 30 days, unless a different binding period is expressly stated in the offer.
- 2.4** Cost estimates of the SUPPLIER shall not be remunerated.
- 2.5** BÖHM KABEL may request changes to the products (in particular with regard to the construction and design of the products) from the SUPPLIER at any time, even after confirmation of the order by the SUPPLIER.

§ 3 PRICES AND TERMS OF PAYMENT, PACKAGING AND OTHER COSTS, INVOICES, OFFSETTING AND ASSIGNMENT BY BÖHM KABEL

- 3.1** The price stated in an order by BÖHM KABEL is binding and excludes subsequent claims of any kind. In particular, the price shall include packaging and transportation costs and shall otherwise be free of any charge to BÖHM KABEL.
- 3.2** All costs incurred until handover to the carrier, including import duties, loading and cartage, shall be borne by the SUPPLIER.

- 3.3** The invoice must be sent immediately after delivery in the form of a PDF file to the e-mail address rechnungseingang@boehm-kabel.de. In addition to the statutory requirements, it must contain the date, order number, SUPPLIER number, article number and delivery quantity. If these requirements are not met, BÖHM KABEL shall not be responsible for the resulting delays in invoice processing and payment settlement.
- 3.4** In the event of defective or incomplete delivery, BÖHM KABEL shall be entitled to withhold payment pro rata until full and proper performance. Insofar as payments for defective deliveries have already been made, BÖHM KABEL shall be entitled to withhold other payments due up to the amount of the payments made.
- 3.5** Unless otherwise agreed, payment of an invoice shall be made within 30 days of delivery and receipt of the invoice with a 3% discount.
- 3.6** Notwithstanding § 354a HGB (German Commercial Code), the SUPPLIER is not entitled to assign the claims to which it is entitled from the supply relationship with BÖHM KABEL or to collect them from third parties without the written consent of BÖHM KABEL.
- 3.7** BÖHM KABEL shall be entitled to rights of set-off, assignment and retention to the extent permitted by law.
- 3.8** If certificates of material testing have been agreed, they shall form an integral part of the delivery and must be sent to BÖHM KABEL together with the delivery. However, they must be received by BÖHM KABEL no later than 3 calendar days after receipt of the invoice. The payment period for the invoice shall commence upon receipt of the agreed certificate.

§ 4 DELIVERY DATES, DELAY IN DELIVERY

- 4.1** The delivery dates agreed with the SUPPLIER are binding. Depending on the agreed delivery terms, the receipt of the products at the destination specified by BÖHM KABEL or - if agreed - the timely deployment of the products for collection at the SUPPLIER's delivery plant shall be decisive for compliance with the delivery deadline.
- 4.2** BÖHM KABEL shall only accept partial deliveries by express prior agreement.
- 4.3** If the SUPPLIER is in default with a delivery, it shall forfeit a contractual penalty of 0.5% of the purchase price of the delayed products for each commenced week of delay in delivery, up to a maximum of 5% of this purchase price. The right to assert claims for damages remains unaffected. The SUPPLIER reserves the right to prove that the damage was lower or that no damage was incurred.

- 4.4** The SUPPLIER must reimburse the following costs, among others, insofar as the SUPPLIER has culpably caused them: special travel costs from BÖHM KABEL to its customers, additional set-up costs in BÖHM KABEL's production, additional costs due to extra shifts, production downtime costs, replacement costs/conversion costs, additional testing costs and loss of profit. Any contractual penalty due shall be offset against any claim for damages asserted.

§ 5 FORCE MAJEURE

- 5.1** Significant disruptions to the supply relationship due to events that are unforeseeable and unavoidable and lie outside the SUPPLIER's sphere of influence and for which the SUPPLIER is not responsible, such as war or natural disasters, shall release the SUPPLIER from its performance obligations for the duration of this disruption and to the extent of its effect.
- 5.2** The SUPPLIER shall inform BÖHM KABEL immediately of the occurrence of a case according to clause 5.1. If the notification is not made immediately, the SUPPLIER shall lose the right to invoke clause 5.1.
- 5.3** Agreed periods shall be extended by the duration of such disruption in accordance with Clause 5.1.
- 5.4** If the end of such a disruption is not foreseeable or if the disruption lasts for more than two months, each party shall have the right to withdraw from the affected contract (or its unfulfilled products) or to declare termination without notice.

§ 6 SHIPMENT, TRANSFER OF RISK, PACKAGING

- 6.1** Delivery (including transfer of risk) shall be free to the place of receipt/use or collection specified by BÖHM KABEL in the order. The risk shall pass at the time of delivery to the agreed place of receipt/use.
- 6.2** The SUPPLIER is obliged to enclose the corresponding delivery bills and shipping documents with the deliveries. In particular, the order number, article number and SUPPLIER designation must be stated on the delivery bills and shipping documents. If these requirements are not met, BÖHM KABEL shall not be responsible for the resulting delays in processing.

- 6.3** In the case of deliveries from abroad, the SUPPLIER shall be responsible for compliance with the legal and customs regulations, in particular those of the European Community. The SUPPLIER shall indemnify BÖHM KABEL in full against all consequences, in particular damages of BÖHM KABEL and claims of third parties against BÖHM KABEL, which result from the fact that the SUPPLIER has culpably not, not completely or not timely complied with or fulfilled provisions within the meaning of Clause 6.3 sentence 1.
- 6.4** The goods must be packed in such a way as to avoid damage in transit. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly and legally permissible packaging materials may be used.

§ 7 QUALITY ASSURANCE, SAFETY REGULATIONS

- 7.1** The SUPPLIER shall comply with the latest state of the art and the applicable public safety regulations and domestic and foreign regulations and laws and other public provisions on product safety and product liability for its deliveries. All goods and products must comply with the latest version of these regulations and must be approved by the competent testing authorities and authorized for use for the intended purpose upon delivery.
- 7.2** Insofar as authorities require BÖHM KABEL to inspect the production process and test documents of BÖHM KABEL for the purpose of verifying certain requirements, the SUPPLIER agrees to provide BÖHM KABEL with the relevant information to be forwarded to authorities and to provide all reasonable assistance. The SUPPLIER shall oblige PRE-SUPPLIERS to the same extent as permitted by law.

§ 8 PRODUCT LIABILITY, PRODUCT MONITORING AND RECALL, PRODUCT LIABILITY INSURANCE OF THE SUPPLIER, RIGHT OF WITHDRAWAL

- 8.1** If the SUPPLIER has caused a product defect and/or is responsible for it (depending on the underlying basis of the claim), the SUPPLIER shall be liable to pay all damages to BÖHM KABEL.
- 8.2** In the cases of clause 8.1, the SUPPLIER shall indemnify BÖHM KABEL against all third-party claims, provided that the cause of the claim is/was within the control of the SUPPLIER. Section 254 BGB remains unaffected.
- 8.3** In product liability cases, the SUPPLIER shall provide BÖHM KABEL with all necessary information and all reasonable support to defend against the claims.

- 8.4** The SUPPLIER is obliged to carry out all necessary measures within the scope of product monitoring at the instruction of BÖHM KABEL, including warning and recall campaigns in individual cases. The SUPPLIER shall reimburse BÖHM KABEL for any costs incurred by BÖHM KABEL as a result of product recalls.
- 8.5** The SUPPLIER is obliged to take out and maintain sufficient product liability insurance to cover the risks of product liability, including the risk of recall. At the request of BÖHM KABEL, the SUPPLIER shall provide evidence of such insurance without delay.
- 8.6** If the SUPPLIER is unable to provide proof of the insurance policy within the meaning of Clause 8.5 within a period of at least two weeks to be set by BÖHM KABEL, BÖHM KABEL shall be entitled to terminate the contract with the SUPPLIER extraordinarily for this reason or to withdraw from the contract.

§ 9 MATERIAL DEFECTS, WARRANTY AND RECOURSE

- 9.1** In the event of any faulty delivery, the statutory provisions shall apply, unless otherwise stated in the following provisions.
- 9.2** Notwithstanding § 442 para. 1 sentence 2 BGB, BÖHM KABEL shall also be entitled to claims for defects without restriction if the defect remained unknown to BÖHM KABEL upon conclusion of the contract due to gross negligence.
- 9.3** In the event of defects, BÖHM KABEL shall be entitled to the statutory claims without restriction. However, the warranty period shall be 30 months. The statutory provisions shall apply in the event of material defects in delivery items which are used for a building in accordance with their normal use or defects of title.
- 9.4** If a material defect becomes apparent within 12 months of the transfer of risk, it shall be assumed that the item was already defective at the time of the transfer of risk, unless this assumption is incompatible with the nature of the item or the defect.
- 9.5** In the case of the purchase of devices, machines and systems, the warranty period pursuant to clause 9.3 shall commence on the acceptance date specified in BÖHM KABEL's written declaration of acceptance.
- 9.6** Failure to meet agreed dimensions, performance specifications, load limits and other agreed data shall also constitute a material defect.
- 9.7** If similar defects occur in more than 5% of the parts delivered in a batch (serial defects), the entire delivery shall be deemed defective.

- 9.8** The acceptance or approval of submitted data sheets, profiles, samples or specimens shall not limit BÖHM KABEL's warranty claims.
- 9.9** BÖHM KABEL shall fulfill its commercial duty of inspection by randomly inspecting the goods sent to BÖHM KABEL as is customary in the industry.
- 9.10** Defects shall be deemed to have been notified in good time if BÖHM KABEL notifies them within 10 working days of receipt of the goods. Hidden material defects shall be deemed to have been notified in good time if the written notification of defects is sent to the SUPPLIER within 10 working days of discovery of the defect. To preserve BÖHM KABEL's rights, the timely dispatch of the complaint/notification of defects shall be sufficient in each case.
- 9.11** Upon receipt of the notice of defects by the SUPPLIER, the limitation period for warranty claims shall be suspended until the SUPPLIER rejects BÖHM KABEL's claims or declares the defect remedied or otherwise refuses to continue negotiations on BÖHM KABEL's claims.
- 9.12** In the event of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts shall commence anew, unless BÖHM KABEL had to assume from the conduct of the SUPPLIER that the latter did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or to avert a legal dispute.
- 9.13** In the event of a defective delivery, the SUPPLIER shall first be given the opportunity for subsequent performance, i.e. at BÖHM KABEL's discretion either to remedy the defect or to deliver a new item. In both cases, the SUPPLIER shall bear all costs incurred by him or BÖHM KABEL as a result, e.g. transport, travel, labor and material costs or costs for an incoming goods inspection exceeding the usual scope. The same shall apply to any removal and installation costs incurred. In the event of subsequent delivery, the SUPPLIER shall take back the defective products at its own expense.
- 9.14** If the supplementary performance fails, if it is unreasonable for BÖHM KABEL or if the SUPPLIER does not begin with it immediately, BÖHM KABEL may withdraw from the contract/order without setting a further deadline and return the products at the SUPPLIER's risk and expense.
- 9.15** In urgent cases, in particular to avert acute danger or to avoid major damage, if it is no longer possible to inform the SUPPLIER of the defect and to set him a deadline, albeit a short one, to remedy the defect, BÖHM KABEL may remedy the defect itself or have it remedied by a third party at the SUPPLIER's expense.
- 9.16** Further claims, in particular claims for damages or warranty claims, against the SUPPLIER remain unaffected.
- 9.17** The fault-based compensation shall include all damages adequately caused by the defective item. This shall also include damage resulting from the fact that the defective item has led to a defective product through installation or mixing or that the defect was not recognizable despite reasonable inspection by BÖHM KABEL.

- 9.18** BÖHM KABEL shall be entitled to the legally determined claims for expenses and recourse within a supply chain (SUPPLIER recourse pursuant to §§ 478, 445a, 445b50 or §§ 445c, 327 para. 5, 327u BGB) in addition to the claims for defects without restriction. In particular, BÖHM KABEL shall be entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the seller that BÖHM KABEL owes the customer in the individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. BÖHM KABEL's statutory right to choose (Section 439 (1) BGB) shall not be restricted by this.
- 9.19** The claims arising from SUPPLIER recourse shall also apply in favor of BÖHM KABEL if the defective goods have been connected to another product or further processed in any other way by BÖHM KABEL, its customers or a third party, e.g. by installation, attachment or installation.

§ 10 PROPERTY RIGHTS

- 10.1** The SUPPLIER is responsible for ensuring that no industrial property rights (in particular trademark, company, name, patent, utility model, design, equipment, design or copyrights) of third parties in Germany, in countries of the European Union or other countries in which he manufactures the products or has them manufactured are infringed by the products delivered by him. The supplier is obliged to indemnify BÖHM KABEL against all claims made by third parties against BÖHM KABEL due to such an infringement of industrial property rights and to reimburse BÖHM KABEL for all necessary expenses in connection with this claim. This shall not apply if the supplier proves that it is neither responsible for the infringement of industrial property rights nor should have been aware of it at the time of delivery if it had exercised due commercial care.
- 10.2** Clause 10.1 shall not apply if the delivery item has been manufactured according to drawings, models or other detailed information provided by BÖHM KABEL and the SUPPLIER was neither aware nor should have been aware that this would infringe third-party property rights.
- 10.3** Further legal claims due to defects of title of the products delivered to BÖHM KABEL shall remain unaffected.
- 10.4** All rights to all drafts, samples, drawings, data, models or other information and documents ("BÖHM KABEL Documents") provided by BÖHM KABEL shall remain with BÖHM KABEL. The SUPPLIER expressly agrees that BÖHM KABEL property or BÖHM KABEL Documents may not be used for the manufacture or design of products for third party customers without the prior written consent of BÖHM KABEL.

§ 11 RETENTION OF TITLE, PROCESSING

- 11.1** Any simple, prolonged or extended retention of title by the SUPPLIER to delivered products is excluded.
- 11.2** Insofar as BÖHM KABEL provides the SUPPLIER with products, raw materials or other material ("Material") for the manufacture of products, BÖHM KABEL reserves the legal title to this Material. The processing, conversion, installation or transformation of such reserved Material by the SUPPLIER shall be carried out for BÖHM KABEL. If the reserved material is processed together with other objects which are not the property of BÖHM KABEL, BÖHM KABEL shall acquire co-ownership of the new product in the ratio of the value of the material of BÖHM KABEL (purchase price plus VAT) to the other processed objects at the time of processing.
- 11.3** If the material provided by BÖHM KABEL is inseparably combined or mixed with other items which are not the property of BÖHM KABEL, BÖHM KABEL shall acquire co-ownership of the new product in the ratio of the value of its reserved goods (purchase price plus VAT) to the other combined or mixed items at the time of combination or mixing.
- 11.4** If the combination or mixing is carried out in such a way that the SUPPLIER's items are to be regarded as the main item, it is agreed that the SUPPLIER shall transfer co-ownership to BÖHM KABEL on a pro rata basis; the SUPPLIER shall store and keep the sole property items of BÖHM KABEL or the co-ownership items of BÖHM KABEL in the name of BÖHM KABEL.

§ 12 CONFIDENTIALITY

- 12.1** The SUPPLIER is obliged not to disclose to third parties any confidential information (including business secrets) which it learns in connection with a contract concluded with BÖHM KABEL and its performance. Confidential information is information that is marked as confidential or whose confidentiality is evident from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes, in particular, information about the nature, quality or composition of BÖHM KABEL products. Confidential information in the above sense does not include information that
- a)** were obvious or known to the SUPPLIER at the time of transmission or became so subsequently;
 - b)** have been made available to the SUPPLIER without breach of law by third parties; or
 - c)** the SUPPLIER has developed itself without using confidential information;
 - d)** the SUPPLIER must disclose by law or on the basis of a binding decision of public authorities or courts.

- 12.2** In the event that the SUPPLIER breaches the obligations set out in Clause 12.1, BÖHM KABEL shall, in addition to claims for injunctive relief and claims for damages to be specifically quantified, in particular be entitled to a contractual penalty in an appropriate amount to be quantified by BÖHM KABEL and the amount of which shall be reviewed by the competent court in each individual case upon suppliers appeal. The contractual penalty asserted in this form shall be set off against any possible further claim for damages, which is not excluded. The SUPPLIER is at liberty, in the event of a claim for payment of a lump-sum contractual penalty, to provide evidence of lower specific damages in the individual case.
- 12.3** BÖHM KABEL reserves unrestricted proprietary and copyright exploitation rights to cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with the prior consent of BÖHM KABEL.

§ 13 COMPENSATION FOR DAMAGES

- 13.1** Claims for damages by the SUPPLIER, irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation and from tort, are excluded, except in cases of mandatory liability for intentional or grossly negligent conduct, for injury to life, body or health or for breach of material contractual obligations. Liability under the Product Liability Act or other mandatory statutory liability regulations remains unaffected.
- 13.2** The claim for damages for the breach of essential contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless a limitation is excluded for another reason due to intentional or grossly negligent action or due to injury to life, body or health, the applicability of the Product Liability Act or other mandatory statutory liability regulations.

§ 14 WITHDRAWAL, TERMINATION

In addition to the statutory grounds, BÖHM KABEL shall be entitled to withdraw from a contract concluded with the SUPPLIER for a delivery or to terminate the contract extraordinarily if one of the following circumstances occurs:

- a)** A significant deterioration in the SUPPLIER's financial circumstances occurs or threatens to occur. This is the case, among other things,
- (i)** if enforcement measures are initiated against the SUPPLIER's assets and are not terminated within 4 weeks; or
 - (ii)** the SUPPLIER is over-indebted or insolvent within the meaning of the InsO (German Insolvency Act) or such a situation is imminent; or

(iii) if insolvency proceedings are opened, the opening of insolvency proceedings is applied for, the opening of insolvency proceedings is rejected for lack of assets.

- b) The SUPPLIER, if a natural person, dies or is placed under supervision.
- c) Invoice amounts due are repeatedly not paid in full despite reminders.
- d) The SUPPLIER is guilty of culpable breach of a material contractual obligation.
- e) change of the SUPPLIER's majority shareholder or the significant control over the SUPPLIER.

§ 15 OFFSETTING, ASSIGNMENT, SUBCONTRACTORS

- 15.1** The SUPPLIER may only offset against claims of BÖHM KABEL with recognized, undisputed, ready for decision or legally established counterclaims in connection with the contractually relevant sale.
- 15.2** Without the written consent of BÖHM KABEL, the SUPPLIER shall not be entitled to assign the claims to which it is entitled from the business relationship with BÖHM KABEL or to collect them from third parties.
- 15.3** The SUPPLIER shall not use one or more subcontractors to fulfill an order or part of an order without the prior written consent of BÖHM KABEL.

§ 16 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, CHOICE OF LAW, FINAL PROVISIONS

- 16.1** The place of performance for the SUPPLIER's delivery obligations shall be the place of receipt or use specified by BÖHM KABEL. The place of performance for BÖHM KABEL's payment obligations shall be BÖHM KABEL's registered office.
- 16.2** The law of the Federal Republic of Germany shall apply exclusively. The Vienna UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 16.3** The place of jurisdiction for all disputes arising from the business relationship between BÖHM KABEL and the SUPPLIER shall be the registered office of BÖHM KABEL. In addition, BÖHM KABEL shall be entitled to take legal action against the SUPPLIER at its general place of jurisdiction at its discretion.

16.4 Should one of the above provisions be or become invalid or unenforceable, this shall not affect the legal validity of the remaining provisions. In place of the invalid or unenforceable provision, a provision shall be deemed agreed that comes as close as legally possible to what was intended by the contracting parties in accordance with the original meaning and purpose of the invalid or unenforceable provision. The same applies to any loopholes.

16.5 The contract language is German.