

1. General - Scope

These General Terms and Conditions of Purchase (GTCP) shall exclusively apply to all business transactions with business partners and suppliers ("Supplier") of DYWIDAG-Systems International GmbH and DSI Holding GmbH ("DYWIDAG", "We", "Us" or "Our") concerning the delivery of movable property ("goods" or "products") and/or services, unless explicitly otherwise agreed in writing. Any conflicting, diverging, or supplementary terms and conditions of the Supplier are excluded unless the extent of their incorporation into a contract is expressly defined and agreed to by DYWIDAG in writing. This exclusion shall apply even if DYWIDAG accepts deliveries from the Supplier without reservation while being aware of the Supplier's terms and conditions.

These General Terms of Purchase are not applicable to consumers.

2. Conclusion of Contract

- (1) Our orders are only binding on Us if submitted or confirmed in writing.
- (2) The Supplier is obliged to confirm Our order in writing within three (3) working days of receipt or to execute it without delay and without reservation. An amended or delayed order confirmation shall be deemed a new offer requiring acceptance by DYWIDAG. By accepting an order, the Supplier undertakes to comply with all terms and conditions contained in the order, including these GTCP.
- (3) Text (e.g., emails) shall also be considered as a written form within the meaning of these GTCP.

3. Prices - Terms of Payment

- (1) The prices stated in the order are fixed prices. Unless agreed otherwise, the price includes all services and ancillary services provided by the Supplier as well as all incidental expenses (e.g. appropriate packaging, recovery of reusable packaging, and/or disposal of packaging by Supplier, customs duties, import charges, transport costs, transport and liability insurance, etc.).
- (2) Payment by DYWIDAG shall be made either within 21 (twenty-one) days with a 3% (three percent) discount or within 60 (sixty) days without a discount.
- (3) Default in payment shall require receipt of a written reminder.
- (4) The invoice must include the invoice number and date of the order, VAT identification number for cross-border deliveries within the EU, place of unloading, number and date of the delivery, bill and quantity of the invoiced goods. Any deliveries from territories outside the EU's customs area must include a copy of the invoice, or a pro forma invoice must be attached to the delivery of goods.
- (5) Payments shall be made subject to invoice verification. Payments by Us do not constitute acceptance or a waiver of potential claims and will not give any reason for expiry or forfeiture of any of Our rights in connection with the delivered goods or services.

4. Delivery Times and Delay in Delivery

- (1) The delivery time specified by DYWIDAG in the order is binding. The Supplier is obliged to inform Us immediately in writing as soon as it is foreseeable that delivery times cannot be met.
- (2) If the Supplier fails to observe performance or delivery dates, the Supplier shall be liable in accordance with the statutory provisions. In addition, We are entitled to claim a contractual penalty of 0.15% (zero-point one five percent) per calendar day of delay or part thereof, up to a maximum of 5 % (five percent), in each case based on the gross invoice amount or the gross order total of the outstanding delivery or service not yet rendered in each case.
- (3) Our unconditional acceptance of a delayed performance or delivery shall not be construed as a waiver of any claims or the contractual penalty.
- (4) If the Supplier fails to render the agreed performance or delivery dates, it shall be in default without further notice and without any reminder or the granting of a grace period being required.
- (5) Early deliveries or partial deliveries require Our prior written consent. In the event of unauthorised deliveries prior to the agreed delivery time, We reserve the right to return the goods at the expense and risk of the Supplier or to store the goods until the agreed delivery date at

the expense and risk of the Supplier. For storage We charge a flat rate of at least 0.2% (zero-point two percent) of the total order value per calendar day or part thereof. We reserve the right to claim higher costs.

5. Deliveries, Packaging, Transfer of Risk, and Delay in Acceptance

- (1) Unless agreed otherwise, all deliveries shall be made free of charge (DDP *named place of destination* acc. to INCOTERMS 2020) to the destination specified in the order. The respective place of destination is also the place of performance.
- (2) All Goods shall be packaged so as to protect them adequately before, during, and after delivery. Each delivery shall be accompanied by a certificate of analysis and/or up-to-date safety data sheet in accordance with specifications that may be included in Our order or Our Supplier Quality Manual. Supplier will provide all documents and labelling of products required to comply with all requirements in the countries of origin, transit, or destination.
- (3) Every delivery shall be executed in accordance with DYWIDAG's Supplier Quality Manual, as in effect at the time of submission of each order. The latest version of DYWIDAG's Supplier Quality Manual can be accessed at: <https://t1p.de/0a7jl>
- (4) The risk of accidental loss or accidental damage to the goods or services shall pass to DYWIDAG upon delivery at the place of performance. If formal acceptance of the goods or services has been agreed, the risk shall of accidental loss or damage shall pass upon acceptance.

6. Duties to Inform

Any changes to manufacturing processes, changes in materials or upstream deliveries of parts for products or services, changes in manufacturing locations, or changes to processes or facilities for the testing of parts or any other quality assurance measures requires the prior written consent of DYWIDAG. To the extent necessary, We may examine whether the above changes have an adverse effect on the product. Upon request, the Supplier shall provide all documents required for such examination and allow for audits to the extent required.

7. No Retention of Title

Title to the products shall pass to DYWIDAG upon delivery regardless of whether the price has already been paid. Any extended reservation of title by the Supplier is excluded.

8. Third-party Property Rights, Indemnities, Own Property Rights and Provisions

- (1) The Supplier assures that the use of the purchased goods and services as intended is not opposed by any rights of third parties and that no property rights of third parties are infringed by such use.
- (2) The Supplier shall indemnify DYWIDAG on first demand and in full, from all claims, including reasonable costs of legal defence and/or prosecution, asserted against Us by third parties, owing to a possible infringement of right of third parties, including without limitation copyrights, patent, or other property rights. Furthermore, in such instances, the Supplier shall, at its option and expense, either acquire for Us the right to continue using the affected object of performance or modify the object of performance in consultation with Us in such a way that the breach of the proprietary rights or rights of use no longer exists.
- (3) We retain title and copyrights to all illustrations, drawings, calculations, and other documents, which must not be disclosed to any third parties without Our prior written consent and must only be used for production of Our orders. After processing of the last order, they must be returned to Us immediately and without prompting.
- (4) If Supplier manufactures goods according to DYWIDAG specifications or drawings or processes material provided by DYWIDAG, the Supplier must manufacture such goods for DYWIDAG exclusively and only deliver them to DYWIDAG.
- (5) If DYWIDAG provides free issue materials or equipment to Supplier, these shall remain property of DYWIDAG but shall be at the risk of

Supplier while in Supplier's possession or control. Supplier shall (i) maintain all such materials and equipment in good order and condition, shall use the same solely for and strictly in accordance with DYWIDAG's instructions, and return the same without further request after processing the last respective order by DYWIDAG or at any other time at DYWIDAG's request.

9. Quality and Warranty of Products and Services, Suppliers' Recourse

- (1) The Supplier undertakes to comply with all applicable laws and technical standards, and in particular with the quality requirements set out in the DYWIDAG Supplier Quality Manual.
The latest version of DYWIDAG's Supplier Quality Manual can be accessed at: <https://t1p.de/0a7jl>
- (2) The assignment of any order or the manufacturing of products or the provisioning of services – in full or in part – to subcontractor(s), freelance staff, upstream supplier(s), and other third parties ("Authorized Agents") may only take place (1) with the prior written consent of DYWIDAG and (2) subject to the condition that the Supplier concludes a contractual agreement with such third party that does not fall short of the obligations assumed by the Supplier towards DYWIDAG under the order and these GTCP. Authorized Agents shall be considered legal representatives of the supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance, or any other defects or errors in the deliveries and services of the Authorized Agents, regardless of the cause of these losses, shall not release the Supplier from its obligations under the contract concluded with DYWIDAG. Even in case of an authorized assignment of third parties, the Supplier shall remain solely liable for acts and omissions by its Authorized Agents.
- (3) The Supplier shall be responsible to implement and maintain appropriate and sufficient measures, checks, and respective documentation in accordance with DIN 9001 or equivalent, but at minimum a continuous inspection of outgoing goods to ensure the quality of the supplies. The Supplier shall keep records, in particular of its quality inspections, and make them available to Us upon request. The Supplier shall grant Us or third parties designated by Us (such as regulatory authorities) free access to all necessary departments, premises, and facilities (especially for production, provision, storage, and testing of the products and services) and inspection of all relevant documents during normal business hours.
- (4) The legal obligation to examine goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 HGB) with the following exception: Our obligation to check goods upon delivery shall be restricted to defects that can be detected by DYWIDAG's incoming goods inspections by means of visual checks including the delivery documents and by random checks of DYWIDAG's quality assurance personnel (e.g., damage in transit, incorrect or deficient deliveries). In case acceptance has been agreed, DYWIDAG shall not be obliged to check the goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case.
- (5) The Supplier shall bear all inspection and rectification costs (including any removal and installation costs) even if it is discovered that the goods in question were not defective. DYWIDAG shall only be liable to provide compensation for damage caused by unjustified claims for the rectification of defects if DYWIDAG was aware that the goods in question were not defective or was grossly negligent in failing to recognize the absence of any defects.
- (6) The Supplier shall provide the products and services free of defects of quality and title for DYWIDAG. The Supplier warrants that all deliveries and services provided by it are free of any defect, possess the contractually agreed properties, are fit for the intended purpose, comply with state-of-the-art technology, the relevant legal provisions and the regulations and directives of authorities, trade associations and of specialist associations valid at the time of the

delivery/provision of service, and it is not aware of any planned changes. The Supplier must promptly notify DYWIDAG in writing of any planned changes of which it becomes aware.

- (7) The warranty period is 36 months, beginning from the transfer of risk under art. 5. (4) above, provided no longer warranty period applies under statutory or separate contractual regulation. In the event of rework on, or the replacement or repeated performance of a part of the delivery or service, the warranty period shall restart with the acceptance of the non-defective delivery or service.
- (8) If the delivery is defective, We can either request the Supplier to remedy the defect or deliver a replacement. If the Supplier does not fulfil its obligation to provide a remedy, as chosen by DYWIDAG within a reasonable period determined by Us, We may rectify the defect itself and claim compensation for the expenses and/or an advance payment from the Supplier. In the event the Supplier's remedial measures are not successful or would impose an unreasonable burden on DYWIDAG (e.g., special urgency, operational safety hazards, or the potential of excessive damage) no grace period will be provided and We shall notify the Supplier without delay – if possible, in advance. In either case, the costs for removal and replacement of already installed faulty or defective products and services are at the Supplier's expense.
- (9) Notwithstanding the provisions in Sec. 442, para.1, sentence 2 of the German Civil Code (BGB), We shall also be entitled to claims for defects without limitation even if We did not become aware of the defect upon conclusion of the contract due to gross negligence.
- (10) We may seek legal recourse within a supply chain (supplier recourse in accordance with Secs. §§ 445a, 445b, 478 BGB) in addition to any claim made by DYWIDAG based on any defect in the quality or condition of the goods and/or services. DYWIDAG's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the Supplier that DYWIDAG must provide to its customer in the case in question. However, the above provision does not in any way limit DYWIDAG's right to choose an appropriate remedy (Sec. 439, para. 1, BGB). Prior to recognizing or settling a claim for defects made by a customer (including reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, BGB), We shall notify the Supplier, provide a brief description of the matter, and request a written statement from the Supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation which was actually provided by DYWIDAG shall be deemed owed to the DYWIDAG customer. In such a case, the Supplier retains the right to provide proof to the contrary. If We acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2 and 3 BGB), We shall notify the Supplier and request a written statement setting out the facts. If a substantiated statement is not made within a reasonable period of time or if no amicable solution is reached, the claim for defects actually granted by Us shall be deemed to be owed to Our customer. Our claims from Supplier recourse shall also exist if the defective delivery item has been further processed by Us or another contractor, e.g., by installation in another product. We shall also be entitled to recourse claims within the supply chain, if the defective goods have been further processed by Us or another contractor, e.g., by installation in another product.
- (11) The Supplier assigns to DYWIDAG all warranty claims against its upstream Suppliers. The assignment is accepted by DYWIDAG. The Supplier is obliged to exercise the warranty rights for DYWIDAG until revocation by DYWIDAG.

10. Liability, Indemnification, Insurance, Assignment

- (1) Unless otherwise stipulated in these GTCP, Supplier's liability shall be governed by statutory law.
- (2) The Supplier shall indemnify DYWIDAG against any product liability claims made against DYWIDAG to the extent the damage incurred is the result of a defect of the goods delivered by the Supplier. This provision shall also apply to liability claims resulting from fault or negligence on the part of the Supplier. To the extent the cause of the

damage falls under the responsibility of the Supplier, it is the Supplier's responsibility to establish that it is not liable.

- (3) Under the above indemnification provision, Supplier shall bear all costs and expenses incurred by DYWIDAG in connection with claims made by third parties including any recall campaigns conducted by DYWIDAG.
- (4) For the duration of the contractual relationship with DYWIDAG, the Supplier shall maintain a sufficient product liability insurance policy at its own expense. Upon request, Supplier shall provide the corresponding proof of insurance to DYWIDAG.

11. Export Control Laws and Customs

- (1) The Supplier shall inform DYWIDAG in writing of any permit requirements for its goods resulting from the applicable German, European (EU), American (USA) export, tariff, and trade laws as well as from the export, tariff, and trade laws of the country of origin as early as possible before delivery. The Supplier shall provide the following information and data:

- the export list number pursuant to Annex AL to the German Foreign Trade and Payments Regulation or comparable list items of relevant export lists;
- the "Export Control Classification Number" according to the "U.S. Commerce Control List" (ECCN), provided the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- the country of origin (trade agreement/non-preferential origin), explanation of the label of origin: D = third country / E = EU / F = EFTA;
- (long-term) Suppliers' declarations for goods having preferential origin status (EU Suppliers) or certificates of origin (non-EU Suppliers);
- all other information and data required by DYWIDAG for the export and import as well as the further distribution and reexport of the goods.

The Supplier is obliged to inform DYWIDAG immediately in writing of any changes to the above information and data.

- (2) If the Supplier violates its obligations under paragraph (1) above, it shall bear all expenses and damages incurred as well as other damages (e.g. subsequent claims for foreign import duties, monetary fines) incurred by DYWIDAG as a result.

12. Compliance with Regulations

- (1) The Supplier shall observe the applicable relevant technical standards (e.g. DIN standards, VDI guidelines etc), EU directives (in particular 2006/42/EC) and EU regulations (in particular No. EUV 305/2011) and the internationally accepted minimum labour standards, including all conventions of the International Labour Organisation ("ILO") on employment rights, working hours, and health and safety, as well as all other applicable legal and official regulations.
- (2) Environmental protection is of great importance to DYWIDAG's concept of quality. The Supplier shall observe all applicable legal regulations and environmental protection, and constantly work on the reduction of any negative effects Supplier's activities may have on people and environment.
- (3) The Supplier shall neither directly or indirectly nor actively or passively participate in any form of corruption or bribery, violation of human rights, child labour or discrimination of its employees. The Supplier undertakes not to hire any employees who have not attained the age of at least 15 years.
- (4) The Supplier shall ensure that all agents of the Supplier who are in any form involved in the manufacturing of the goods delivered to DYWIDAG observe the obligations listed in paragraphs (1) to (3) above.
- (5) The Supplier warrants that the goods to be delivered are in compliance with Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals (REACH). Suppliers based in a non-EU member state are obliged to appoint an Only Representative ("OR") in accordance with Article 8 of

the REACH Regulation. The Supplier shall notify DYWIDAG immediately should the OR change or discontinue his activities.

- (6) The Supplier warrants that the goods delivered by the Supplier do not contain any of the substances on the candidate list referred to in Article 59, para. (1) and (10) of the REACH Regulation.
- (7) For construction products within the meaning of Regulation (EU) No. 305/2011 ("CPR"), the Supplier shall provide Us with all information required for the preparation of the declaration of performance and/or the declarations of performance prepared by the Supplier and affix the CE mark and/or have the CE mark affixed on these products in accordance with statutory requirements, including the CPR and Art. 30 of Regulation (EC) No. 765/2008. With the application of the CE mark, the Supplier warrants the construction product's conformity with the declared performance and compliance with all applicable legal regulations governing the application of CE marks.
- (8) In the event that the Supplier violates any of the aforementioned obligations, the Supplier shall indemnify both DYWIDAG and its associated companies as well as its customers against any costs, claims of third parties (including, without limitation, claims for direct or consequential damages), and any other subsequent damages (e.g. fines).

13. Non-Disclosure and Data Protection

- (1) The Supplier is obliged to keep all trade and business secrets made accessible by DYWIDAG confidential as long as and to the extent that they are not demonstrably public knowledge. The trade and business secrets to be kept secret include in particular all business and technical information, as well as all confidential information, samples, drawings, data, and files received orally or in writing, as well as all personal data. The non-disclosure obligation under this art. 13 (1) and the foregoing obligations under art. 8 (3) and (4) of these GTCP shall apply for a period of 10 (ten) years from completion of all obligations under the respective order.
- (2) DYWIDAG shall process and use the available Supplier data exclusively within the legally permissible scope.

14. Spare Parts

The Supplier must ensure availability of spare parts and consumables for at least 5 years after the last delivery.

15. Applicable Law and Jurisdiction

- (1) The law of the Federal Republic of Germany shall apply under the exclusion of the rules of conflict of international private law and the UN Convention on Contracts for the International Sale of Goods.
- (2) Unless mandatory statutory provisions provide otherwise, the place of jurisdiction for all disputes arising from the contract shall be, at DYWIDAG's discretion, Munich, or the registered office of the responsible branch.