

General Terms and Conditions of Purchase of HOLMER Maschinenbau GmbH

Section 1 Scope

(1) These General Terms and Conditions of Purchase apply to all business relations of the company Maschinenbau GmbH (hereinafter Holmer or We/Us) entered into with contracting parties that give undertakings to Holmer to render services (hereinafter Sellers). If contractual negotiations with a potential Seller do not result in the entering into of a contract or if the parties erroneously assume that a contract has not, in fact, been entered into, these General Terms and Conditions of Purchase also apply to the extent that shall then be relevant.

(2) The General Terms and Conditions of Purchase apply to dealings with Sellers who are entrepreneurs (Section 14 BGB (German Civil Code)), legal persons under public law or special public funds. A service assured by a Seller within the meaning of these General Terms and Conditions of Purchase can be both the delivery of goods and the rendering of other services.

(3) The General Terms and Conditions of Purchase apply, in particular, to contracts for the sale and/or delivery of movable property ("Goods") without consideration given to whether or not the Seller manufactures the Goods or purchases them from suppliers (Sections 433, 650 BGB).

(4) These General Terms and Conditions of Purchase apply exclusively. The Seller's general terms and conditions of business that vary from, conflict with or supplement our General Terms and Conditions of Business shall only be deemed an element of the contract if and insofar as We have expressly agreed to their validity in writing. The requirement to grant consent shall apply in any case, for example including if We are aware of the Seller's general terms and conditions of business and unconditionally accept its services.

(5) Individual agreements entered into with the Seller in an individual case (including subsidiary agreements, supplementary information and amendments) shall take priority in any case over these General Terms and Conditions of Purchase. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative in respect of the content of such agreements.

(5) Legally relevant statements and notifications by the Seller in respect of the contract (e.g. setting periods, reminders and cancellations) are to be made in writing, i.e. in written or text form (e.g. letter, e-mail or fax). This does not affect statutory form requirements and additional proof, in particular in the case of doubt about the legitimation of the party making the statement.

(6) Notices about the validity of statutory requirements merely provide clarification in terms of their meaning. Therefore, the statutory requirements

shall also apply without such clarification insofar as they are not directly amended or are expressly ruled out in these General Terms and Conditions of Purchase.

(7) In the absence of agreements to the contrary, these General Terms and Conditions of Purchase as stated in the version valid at the time that Holmer places an order or, in any case, as stated in the version last issued by Holmer, are deemed a framework agreement. This includes similar contracts in the future without Us having to refer to them again in each individual case.

Section 2 Entering into a contract

(1) Our order shall apply with binding force at the earliest when submitted in writing or upon confirmation. The Seller is to draw our attention to obvious mistakes (for example typographical or calculation errors) and incomplete information in the order, including the order documents for the purpose of correcting or completing these prior to acceptance. Otherwise, the contract shall be deemed not entered into.

(2) The Seller undertakes to confirm our order in writing within a period of two workdays or, in particular, to unconditionally execute it by shipping the goods (acceptance).

Delayed acceptance shall be deemed a new offer and shall be subject to acceptance by Us.

Section 3 Delivery period and default in delivery

(1) The delivery date specified by Us in the order has binding force. If the delivery period is not specified in the order and has not been otherwise agreed, it shall be two weeks from the time the contract is entered into. The Seller undertakes to inform Us without delay in writing if it is not likely to be able to meet agreed delivery periods for whatever reason.

(2) If the Seller fails to render its service or does not render its service within the agreed delivery period, or if the Seller defaults, our rights – in particular in respect of withdrawing from contract and damages – shall be determined in accordance with the statutory requirements. This does not affect the regulations set out in sub-section 3.

(3) If the Seller is in default, We may, in addition to further statutory claims, demand lump-sum compensation for the damage We sustain as a result of default in the sum of 1% of the net price for each completed calendar week, in total, however, not more than 5% of the net price of the goods delivered late. We reserve the right to furnish proof of greater damage. The Seller is reserved the right to furnish proof that no damage at all, or only considerably less damage, was sustained.

Section 4 Service, delivery, passing of risk, default in acceptance

(1) Without our prior, written, approval, the Seller is not permitted to make arrangements with third parties (for example subcontractors) for such third parties to render the service that the Seller is required to render. The procurement risk for the Seller's performance shall be provided by the Seller if nothing to the contrary is agreed upon in an individual case (for example restriction on stockpiling).

(2) Delivery within Germany shall be "Free domicile" (FCA according to Incoterms 2020) to the place specified in the order. If the place of destination is not specified and nothing to the contrary has been agreed, deliveries are to be made to our registered office in Schierling, Eggmühl. The respective place of destination is also the place of performance for the delivery and potential subsequent performance.

(3) Insofar as reference is made to Incoterms without a specific version for the further agreement of delivery terms, the most current version applicable at the time of entering into the contract is deemed agreed.

(4) Deliveries are to be accompanied by a delivery note stating the date (issue and shipping), content of the delivery (product number and notice) and our order identification (date and number). If the delivery note is lacking or incomplete, We shall not be responsible for resulting delays in respect of processing and payment. A corresponding shipping notice with the same content is to be sent to Us separately from the delivery note.

(5) Risk of accidental loss of and accidental deterioration in the item shall pass to Us upon handover at the place of performance. Insofar as acceptance has been agreed, it shall be authoritative for the passing of risk. In other respects, the statutory requirements set out in the law on contracts for work and services shall also apply in the case of acceptance. Handover or acceptance shall be deemed to have occurred if We default in acceptance.

(6) The statutory requirements apply to the occurrence of our default in acceptance. However, the Seller must then also expressly offer Us its service if a certain or determinable calendar period is agreed for action or collaboration on our part (for example provision of material). If We default in acceptance, the Seller may request compensation for its additional expenses in accordance with the statutory requirements (Section 304, BGB). If the contract applies to an item to be manufactured by the Seller for which the Seller is not responsible (individual manufacture), the Seller shall only have further-reaching rights if We have undertaken to collaborate and are responsible for the failure to collaborate.

Section 5 Prices and terms and conditions of payment

(1) The price stated in the order has binding force. All prices are to be understood as including the statutory turnover tax if this is not stated separately.

(2) In the absence of an agreement to the contrary in an individual case, the price includes all services and ancillary services on the part of the Seller (for example assembly and installation) as well as all incidental costs (for example proper packaging, transport costs including potential transport and third party liability insurance).

(3) The agreed price falls due for payment within 90 calendar days from delivery and rendering of service in full (including acceptance that may be agreed) as well as receipt of a proper invoice. If We make payment within 30 calendar days, the Seller shall grant Us a 3% trade discount on the net invoice amount. In the case of a bank transfer, payment shall be deemed to have been made in good time if our transfer order is received at our bank prior to expiry of the payment period. We shall not be responsible for delays caused by the banks involved in the payment transaction.

(4) We are not required to pay interest after the due date. The statutory provisions apply to default in payment.

(5) We are entitled to setting off and retention rights, and object to non-performance of the contract, to an extent specified by law. We are entitled, in particular, to retain due payments as long as We continue to be entitled to claims resulting from incomplete or faulty services on the part of the Seller.

(6) The Seller shall only have a right to set off or retain regarding res judicata or undisputed counter-claims.

Section 6 Secrecy and reservation of title

(1) All documents handed over and otherwise made available by Holmer to a (potential) Seller shall at all times remain Holmer's property, unless otherwise agreed or provided for.

(2) Documents within the meaning of these General Terms and Conditions of Purchase are all catalogues, technical documentation, drawings, plans, calculations, operating manuals, product descriptions or other carriers of information created or published by Holmer, irrespective of whether or not they are embodied or electronically stored and whether or not they can be perceived directly or only by (technical) means.

(3) Holmer shall retain copyright and other intellectual property rights to documents at all times, irrespective of whether or not embodied documents or data carriers on which documents are stored have become the property of the (potential) contracting party.

(4) All documents and information that Holmer makes available or otherwise accessible to (potential) Sellers may only be made accessible to third parties once prior authorisation has been granted by Holmer in a specific individual case.

(5) Sub-section 1 applies accordingly to substances and materials (e.g. software, finished and semi-finished goods) and to tools, templates, samples and other items that We make available to the Seller for manufacture. As long as they are not processed, such items are to be stored separately at the Seller's cost, and insured with reasonable cover against destruction and loss.

Section 7 Reservation of title, part-exchange

(1) The processing, mixing or combining (further processing) of items and/or materials made available by the Seller shall be performed on our behalf. The same applies in the case of further processing the supplied goods such that We are deemed the manufacturer and that We shall acquire ownership of the product at the latest upon the further processing in accordance with the statutory requirements.

(2) Transfer of ownership of the goods to Us is to occur unconditionally and without consideration given to payment of the price. However, if We accept an offer by the Seller of transfer of ownership in an individual case, whereby such an offer is conditional on payment of the purchase price, the Seller's reservation of title shall expire at the latest upon payment of the purchase price of the supplied goods. We continue to be authorised to re-sell the goods during the course of ordinary business, including prior to payment of the purchase price, subject to the advance assignment of the resulting claim (alternatively applicability of the basic and extended reservation of title in respect of the re-selling the goods). Therefore, all other forms of reservation of title are excluded in any case, in particular the extended reservation of title, forwarded reservation of title and reservation of title extended to include further processing.

(3) The Seller shall grant the statutory commercial law warranty rights for used machines given to Holmer in part-exchange. Exclusion of warranty rights by the Seller is to be made in writing, i.e. in written or text form (e.g. letter, e-mail or fax). Subject to proof to the contrary, the written warranty exclusion and our written confirmation of the warranty exclusion shall be authoritative in respect of the content of such a warranty exclusion.

(4) Upon the handing over of machines by the contracting party to Holmer as part of part-exchange agreements, the contracting party states to the best of its knowledge and belief that no third-party rights exist to the items handed over to Holmer in part-exchange, and that the contracting party is authorised to hand over and transfer ownership to Holmer in return for payment.

Section 8 Faulty delivery

(1) The Seller undertakes to deliver goods of 100% quality and ensure this by way of suitable measures or inspections. Holmer shall not perform an incoming goods inspection, unless separately agreed.

(2) In the absence of provisions below to the contrary, the statutory provisions apply to our rights in the case of material defects and defects in title (including wrong and shortfall delivery as well as inappropriate assembly; faulty assembly or operating instructions) and in the case of other violations of obligations on the part of the Seller.

(3) In accordance with the statutory provisions, the Seller is liable, in particular, for the fact that the goods are in the agreed condition when risk passes to Us. In any case, the respective product descriptions, which – in particular by way of description or reference to our order - are the subject matter of the respective contract or have been incorporated in the contract in the same manner as these General Terms and Conditions of Purchase – are deemed an agreement on the condition. It is irrelevant whether or not the product description originates from Us, the Seller or the manufacturer.

(4) In the case of goods containing digital elements or other digital content, the Seller is responsible for providing and updating the digital content in any case to the extent that this results from a quality agreement in accordance with sub-section 2 or other product descriptions of the manufacturer or on its behalf, in particular on the internet, in advertising or on the product label.

(5) Contrary to Section 442(1), Sentence 2, BGB, We shall also be entitled to unrestricted warranty claims if We remain unaware of the defects upon entering into the contract as a result of gross negligence.

(6) The statutory provisions (Sections 377, 381 HGB (German Commercial Code)) apply to the statutory duty to inspect and provide notification of defects, subject to the following proviso:

our duty to inspect is limited to defects which become apparent during our incoming goods inspection under external examination, including the delivery documents (for example transport damage, wrong and shortfall delivery) or which are identifiable during our quality control by random sampling. There shall be no obligation to inspect in cases in which acceptance is agreed upon. In other respects, the extent to which an inspection is customary with consideration given to the circumstances involving an individual case in accordance with the ordinary course of business shall be relevant. This does not affect our obligation to provide notification of defects regarding defects that are subsequently identified. Irrespective of our obligation to inspect (notification of defects), in any case it shall be deemed to have occurred without delay and in good time if it is sent within five workdays from identification or, in the case of obvious defects, from delivery.

(7) Subsequent performance includes dismantling the faulty goods and the installation provided the goods have been installed in another item or attached to another item in accordance with their type and intended use. This does not affect our statutory claim for compensation for corresponding expenses. The expenses required for the purpose of inspecting and providing subsequent performance shall be borne by the Seller, including if it becomes clear that an actual defect did not apply. This does not affect our liability for damages in the case of unjustified requests for the rectification of defects. However, We shall only be liable if We have realised, or have gross negligently failed to realise, that no defect applied.

(8) The following applies irrespective of our statutory rights and the provisions in sub-section 5:

if the Seller fails to honour its obligation to provide subsequent performance – at our discretion by eliminating the defect (subsequent improvement) or by supplying a fault-free item (replacement delivery) – within a reasonable period set by Us, We may eliminate the defect and request that the Seller provide compensation for the expenses incurred in that respect or request appropriate advance payments. If the subsequent performance by the Seller has failed or is unacceptable for Us (for example regarding particular urgency, risk to operational safety or pending occurrence of disproportionate damage), a period need not be set. We shall inform the Seller of such circumstances without delay, where possible in advance.

(9) In other respects, in the event of a material defect or defect in title, in accordance with the statutory requirements We shall be entitled to reduce the purchase price or withdraw from the contract. In addition, in accordance with the statutory requirements We are entitled to claim for damages and compensation of expenses.

Section 9 Supplier recourse

(1) We are entitled to our statutory recourse rights within a supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 or 445c, 327 (5), 327u, BGB) without restriction in addition to the warranty claims. We are entitled, in particular, to precisely request from the Seller the type of subsequent performance (subsequent performance or replacement) that We are required to provide for our customer in an individual case. This does not limit our statutory option (Section 439 (1), BGB).

(2) Before We acknowledge or honour a warranty claim asserted by our customer (including the reimbursement of expenses in accordance with Sections 445a (1), 439 (2), (3), (6), Sentence 2, and (475) IV3 BGB, We shall notify the Seller and, by way of briefly outlining the facts, request a written comment. If a substantiated comment is not provided within a reasonable period, and if an amicable solution is not brought about, the warranty claim actually

granted by Us shall be deemed the responsibility of our customer. In such a case, furnishing proof of the opposite shall be incumbent upon the Seller.

(3) Our claims resulting from supplier recourse shall also apply if the faulty goods have been further processed by Us or another entrepreneur, for example, by way of installation in another product.

Section 10 Producer's liability

(1) Insofar as the Seller is responsible for product damage, the Seller undertakes to render Us exempt from third party claims for damages at the first request insofar as the cause lies in its sphere of dominance and organisation, and the Seller is liable in dealings with external parties.

(2) As part of its obligation to render parties exempt, the Seller is to reimburse expenses in accordance with Sections 683, 670, BGB, resulting from or in conjunction with a claim asserted by third parties, including recall campaigns conducted by Us. We shall inform the Seller – where possible and acceptable – of the content and scope of the recall measures, and give the Seller the opportunity to comment. This does not affect further-reaching statutory claims.

(3) The Seller is to take out and maintain a product liability insurance policy with flat rate coverage of at least €10 million for each case of personal damage.

Section 11 Statute of limitations

(1) The contracting parties' mutual claims shall fall under the statute of limitations in accordance with the statutory provisions insofar as nothing to the contrary is provided for below.

(2) Contrary to Section 438 (1) No. 3 BGB, the general period of limitations for warranty claims is three years from the passing of risk. If acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year period of limitation applies accordingly to claims resulting from defects in title, whereby this does not affect the statutory period of limitation for in rem surrender claims (Section 438 (1) No. 1 BGB). In addition, under no circumstances shall claims resulting from defects in title fall under the statute of limitations as long as the third party can still assert the right – in particular in the absence of the period of limitations – against Us.

(3) The statute of limitations of the sales law, including the above extension, apply – to a statutory extent – to all contractual warranty claims. Section 218, BGB, applies to withdrawal and reducing the purchase price, including the aforementioned extension. Insofar as We are entitled to non-contractual claims for damages regarding a defect, in this respect the normal period of limitations shall apply (Sections 195, 199, BGB) if application of the period of limitations of the sales law does not lead to a longer period of limitations in an individual case.

Section 12 Choice of law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to these General Terms and Conditions of Purchase and the contractual relationship between Us and the Seller by way of exclusion of international uniform law in particular the UN Sales Law.

(2) If these General Terms and Conditions of Purchase are translated into a language other than German, the German version of the relevant provision shall be the authoritative and binding version in cases of doubt in respect of content and interpretation.

(3) If the Seller is a general merchant within the meaning of the German Commercial Code, a legal person under public law or special public assets, the exclusive, including international, place of jurisdiction for all disputes resulting directly or indirectly from the contractual relationship shall be deemed the court with jurisdiction for the registered office of Holmer in Schierling, Eggmühl. The same shall apply if the contracting party has no general place of jurisdiction in Germany or has moved its domicile or usual place of residence abroad after entering into the contract, or if the domicile or usual place of residence is not known. Similarly, the same applies if the contracting party is an entrepreneur in accordance with Section 14, BGB. However, We are also entitled, in any case, to bring legal action at the court with jurisdiction for the place of performance of the supplier obligation in accordance with these conditions or an overriding individual agreement or at the Seller's general place of jurisdiction. This does not affect overriding statutory requirements, in particular in respect of exclusive jurisdictions.

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