

## General Terms and Conditions of Purchase

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## 1. Subject matter and definition

- 1.1. These General Terms and Conditions of Purchase shall apply to all business relations between ACTIA IME (hereinafter also referred to as "Client") and our business partners and contractors (hereinafter also referred to as "Contractor"). The terms and conditions of purchase shall only apply if the contractor is an entrepreneur within the meaning of paragraph 14 BGB (German Civil Code), a legal entity under public law, or a special fund under public law.
- 1.2. The following Client's terms and conditions shall apply to all contracts concluded between the Client and the Contractor for the delivery of goods. They shall also apply to all future business relations, even if they are not expressly agreed again. Deviating terms and conditions of the Contractor, which are not expressly acknowledged by the Client, shall not be binding for the Client, even if the Client does not expressly object to them. The Client's terms and conditions shall also apply if the Client accepts the Contractor's delivery without reservation in the knowledge of terms and conditions that are contrary to or deviate from the Customer's terms and conditions.
- 1.3. These terms and conditions of purchase shall apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the contractor shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we accept the Contractor's deliveries without reservation in the knowledge of the Contractor's General Terms and Conditions. By accepting our order, the contractor also accepts our General Terms and Conditions of Purchase.

## 2. Conclusion of contract

- 2.1. Our order requires the text form. Transmission by fax, computer fax, or e-mail shall be deemed to be in text form, whereby the issuing company and the issuing person must be clearly identifiable. The Contractor must point out obvious errors (such as spelling and calculation errors) and incompleteness of the order including the order documents to us for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. Deviations from concluded agreements and our orders are only effective with our prior written consent.
- 2.2. The contractor is required to confirm our framework orders in writing within a period of 2 weeks. Other orders shall be confirmed in writing within a period of 3 working days, or, in particular, to be executed without reservation by despatch of the goods (acceptance). A delayed acceptance is considered a new offer and requires acceptance in writing by us. An order confirmation deviating from the order shall only become effective after our confirmation in writing.

### 3. Delivery time and delay in delivery

- 3.1. Agreed performance dates and deadlines are binding. The delivery or performance of the contractual service at our premises or at the premises of the recipient specified by us shall be decisive for the compliance with the performance date or the performance period. Exceeding the agreed performance dates or deadlines puts the Contractor behind schedule without the need for a reminder.
- 3.2. The Contractor shall notify us immediately in text form of any recognisable delay in its performance or delivery, stating the reasons and the expected duration of the delay.
- 3.3. If the Contractor exceeds agreed delivery dates or deadlines by more than three working days, 0.2 % of the delayed delivery or service will be charged for each additional working day of delay, but at least € 50.00, unless otherwise agreed. The maximum contractual penalty is limited to 10 % of the total order value. ACTIA IME reserves the right to claim further damages for delay, whereby the contractual penalty shall be credited against such claim. If ACTIA IME does not assert the contractual penalty immediately after the occurrence of the default, this shall not constitute a waiver of the assertion of the contractual penalty, but ACTIA IME shall have the right to assert the contractual penalty at or until the final payment, or to offset it against the final payment, if and to the extent a final payment has been agreed upon.

### 4. Performance, delivery, transfer of risk, delay in acceptance

- 4.1. The Contractor undertakes to provide information on the subcontractors (suppliers) engaged by it to perform the contract.
- 4.2. The Contractor shall comply with all relevant standards, laws, and legal provisions, in particular the relevant environmental protection, hazardous substances, hazardous goods, and accident prevention regulations when providing the services, and shall also oblige all subcontractors and suppliers commissioned by it to carry out the order to comply with these standards.
- 4.3. Unless agreed otherwise, deliveries shall be made free of freight and packaging costs to the place of destination - DDP (according to Incoterms 2020). In this case, the risk shall be transferred at the time of delivery at the agreed place of receipt.
- 4.4. The delivery shall be accompanied by a delivery note containing the following information.
  - a.) ACTIA Order number
  - b.) ACTIA Order date
  - c.) ACTIA Article number
  - d.) ACTIA Article description
  - e.) Number of items

- f.) Delivery note number
- g.) Delivery note date

If the delivery note is missing or incomplete, the Client shall not be responsible for any delays in processing and payment resulting therefrom. If agreed separately, a corresponding despatch note with the same content is to be sent separately from the delivery note.

- 4.5. The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance.
- 4.6. Statutory provisions shall apply to the occurrence of our default in acceptance. However, the Contractor must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or co-operation on our part (such as provision of materials). If we are in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to a non-representable item to be manufactured by the Contractor (individual production), the Contractor shall only be entitled to further rights if the Client undertakes to co-operate and is responsible for the failure to co-operate.

## 5. Prices, terms of payment

- 5.1. The price stated in the order is binding. All prices are exclusive of the statutory value added tax.
- 5.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services by the Contractor (such as set-up costs), as well as all ancillary costs (such as suitable packaging, transport costs including any transport and liability insurance). At our request, the Contractor must take back packaging material free of charge.
- 5.3. If a total price has been agreed and if, after conclusion of the contract, a change in performance is agreed which leads to a reduced scope of performance, a changed total price shall be agreed on the price basis on which the contract price is based, taking into account the reduced costs. The same shall apply in the event of an increased scope of services agreed after the conclusion of the contract, and if the Contractor has pointed out the requirement for a price change in text form before agreeing the change leading to the increase.
- 5.4. Invoices must include our original order texts for the individual items. In principle, only what is listed in the order may be invoiced.
- 5.5. The following information is to be printed on invoices.
  - a.) ACTIA Order number

- b.) ACTIA Order date
  - c.) ACTIA Article number
  - d.) ACTIA Article description
  - e.) Number of items
  - f.) Delivery note number
  - g.) Delivery note date
- 5.6. If necessary, a copy of the acceptance protocol or the report shall be attached to the invoice. These must be enclosed signed and marked by legible names. If this condition is not met, the Contractor shall be responsible for any resulting delays in invoice processing and payment settlement. Invoices are to be issued and sent to the invoice address stated on the order, depending on the orderer. We reserve the right to return invoices with incomplete or incorrect order details, or incorrect or incomplete invoice address to the contractor.
- 5.7. Unless a special agreement has been made, payment shall be settled by bank transfer after 60 days net from receipt of the invoice by ACTIA IME. If payment is made within 20 days, the customer shall be entitled to a discount of 3 %.
- 5.8. Payments made by us do not constitute recognition of proper contract performance by the Contractor.

## 6. Secrecy and reservation of ownership

- 6.1. The Contractor shall be obliged to treat all information (such as business and trade secrets, data and their sequence and results, other technical or commercial information of any kind) as confidential which is coming to its knowledge through us, and to use it only for the execution of the contract. Third parties may not be made aware of the information in any way, with the exception of employees and other fulfilment assistants, insofar as they require the information for the execution of the contract.
- 6.2. We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions, and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the provided knowledge contained in the documents has become general knowledge.
- 6.3. We shall acquire ownership of the contract's subject matter upon completion of the final acceptance, unless it has been agreed otherwise in individual contracts.
- 6.4. The transfer of ownership of the goods to us is unconditional and without regard to the payment of the purchase price. In any case, all forms of extended or prolonged retention

of title are excluded so that any retention of title effectively declared by the Contractor is only valid until payment for the goods delivered to us and for these.

- 6.5. Contractors may only advertise their business relationship with the Client with prior written consent.

## 7. Liability for material defects/ warranty/ defective delivery

- 7.1. The unabridged statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including wrong delivery, over-delivery, and under-delivery, as well as improper assembly, incorrect assembly and operating instructions, or an incorrect operating instruction manual) and in the event of other breaches of duty by the contractor, unless otherwise stipulated below.
- 7.2. In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract, or have been included in the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on the quality.
- 7.3. In deviation from § 442 Para. 1 Sentence 2 German Civil Code, we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 7.4. The statutory provisions (§§ 377, 381 German Commercial Code - HGB) shall apply to the commercial obligation to examine the goods and to give notice of defects with the following proviso: Our inspection obligation shall be limited to defects which become apparent during our incoming goods inspection by means of external examination including the delivery papers as well as during our quality control by means of random sampling (for example transport damage, wrong, and short delivery). If an acceptance has been agreed, there shall be no obligation to inspect. Moreover, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. In all cases, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is received by the Contractor within 5 working days.
- 7.5. If the Contractor does not fulfil its obligation of subsequent performance - at our discretion by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves, or commission a third party to remedy the defect and demand compensation from the Contractor for the expenses required for this, or a corresponding advance payment. If subsequent performance by the Contractor has

failed or is unreasonable for us (for example due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; the Contractor must be informed immediately, if possible in advance.

- 7.6. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price, or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.
- 7.7. If the contractor is responsible for product damage, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere of control and organisation, and it itself is liable in relation to third parties.
- 7.8. Within the scope of its indemnification obligation, the Contractor shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB), which arise from or in connection with a third party claim. We will inform the Contractor about the content and scope of recall measures - as far as possible and reasonable - and give it the opportunity to comment. Further legal claims remain unaffected.

## 8. Product liability

- 8.1. In the event that a claim is made against us on the basis of a product liability case, the Contractor undertakes to indemnify us against such claims if and to the extent that the damage was caused by a defect in the delivery item. In cases of fault-based liability, this shall only apply if the Contractor is to blame. The Contractor shall bear the full burden of proof provided that the cause of the damage lies within its area of responsibility.
- 8.2. In such a case, the Contractor is obliged to bear all costs and expenses, including any legal costs, and to indemnify us in this respect.
- 8.3. In all other respects, the statutory provisions shall apply.
- 8.4. In the event of a recall action as a result of a defect in the product supplied by the Contractor, the Contractor shall be informed by us in order to give it the opportunity to agree with us on the procedure and implementation of the recall measure, unless it is not possible to inform the Contractor in advance due to the urgency of the measure. The Contractor shall bear the costs of a recall measure if and as far as this measure is the result of a defect in the subject matter of the contract delivered by it.
- 8.5. The contractor commits itself to take out appropriate product liability insurance in the amount of at least 5 million EURO, which also includes the recall costs. Upon request, the Contractor shall provide evidence of the conclusion of this insurance by submitting a confirmation of insurance.



## 9. Quality and environmental management

- 9.1. The Contractor undertakes to apply the quality management and environmental management system principles in the performance of its deliveries and services.
- 9.2. The Contractor shall constantly monitor the quality of its deliveries or services. At our request, it shall be obliged to set up and maintain a quality assurance system at its own expense according to a standard to be agreed with us.
- 9.3. The Client is committed to the best possible environmental protection and has developed its own environmental management system for this purpose. With regard to the services supplied, the German environmental and safety regulations must be complied with. The Contractor shall compulsorily comply with all legal and safety requirements for restricted, toxic, and hazardous substances.

## 10. Legal requirements, regulations

The Contractor itself shall ensure compliance with the respectively applicable statutory provisions and official regulations; in particular the respectively applicable safety and prevention regulations. Furthermore, the Contractor shall, when necessary, obtain the permits required for the services on its own responsibility and at its own expense.

## 11. Code of Conduct / Conflict minerals

The Contractor shall observe the ACTIA IME Code of Conduct in the performance of its deliveries and services. The Contractor is committed to upholding human rights, observing labour standards, and not tolerating discrimination, forced labour, or child labour. The Contractor confirms not to tolerate any form of corruption and bribery. The Contractor shall also demand compliance with the Code of Conduct from its subcontractors. ACTIA IME's Code of Conduct can be viewed at [www.ime-actia.de/download/actia\\_code\\_anti-corruption\\_en.pdf](http://www.ime-actia.de/download/actia_code_anti-corruption_en.pdf) and guidance on conflict minerals can be found at [www.ime-actia.de/en/our-philosophy/conflict-minerals.html](http://www.ime-actia.de/en/our-philosophy/conflict-minerals.html). If the Contractor culpably violates these obligations, the ACTIA IME shall be entitled to withdraw from the contract, or to terminate the contract without prejudice to further claims.

## 12. Data privacy

The Contractor shall be obliged to comply with the provisions of data protection law in his deliveries and services. In particular, it will oblige its employees to maintain data secrecy in accordance with the Data Protection Regulation (GDPR), insofar as these employees come into contact with personal data. If personal data are collected, processed or used by the contractor/service provider on behalf of ACTIA IME, or if there

is the possibility of accessing personal data within the scope of an IT service/maintenance contract, a contract fulfilling the requirements of Art. 28 GDPR shall be concluded. Information on our privacy policy for website users and customers can be found on our homepage [www.ime-actia.de/en/privacy-policy.html](http://www.ime-actia.de/en/privacy-policy.html)

## 13. Limitation period

- 13.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 13.2. In deviation from § 438 para. 1 no. 3 German Civil Code, the general limitation period for claims for defects is 3 years from the transfer of risk. If an acceptance has been agreed, the limitation period shall commence with the acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title; however, the statutory limitation period for claims in rem of third parties for surrender of goods shall remain unaffected. In addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us, in particular in the absence of limitation.
- 13.3. The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply unless the application of the limitation periods of the law on the sale of goods leads to a longer limitation period in individual cases.

## 14. Force majeure

- 14.1. Events of force majeure, acts of war, natural disasters, official measures (such as confiscation, export ban), and other unforeseeable, unavoidable, and serious events shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall be obliged to provide the necessary information without delay within reasonable bounds and to adapt the obligations to the changed circumstances in good faith.
- 14.2. If such an event lasts for more than two months, the contracting parties may withdraw from the affected contract (or the unfulfilled contractual obligations) or terminate the affected contract without notice.

## 15. General provisions

- 15.1. If one of the contracting parties ceases to make payments or if insolvency proceedings are instituted against its assets, the other party shall be entitled to withdraw from the unfulfilled part of the contract.

- 15.2. Should any provision of these terms and conditions and the further agreements made be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall be obliged to replace the invalid provision by a provision coming as close as possible to the invalid provision in terms of economic success.

## 16. Choice of law and place of jurisdiction

- 16.1. These Terms and Conditions of Purchase and all legal relationships between us and the Contractor shall be governed by the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods (CISG). The prerequisites and effects of the retention of title are subject to the law of the respective location of the item, insofar as the choice of law made in favour of German law is not admissible or not effective.
- 16.2. If the contractor is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - and also the international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Braunschweig. However, we are also entitled to initiate legal action at the place of performance of the delivery obligation or at the contractor's place of business.

These Terms and Conditions of Purchase form the basis of the existing supply relationship with you. They shall apply with immediate effect to all your deliveries and services. Please confirm these conditions by returning the signed document to us.

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We have taken note of your current terms and conditions of purchase. In addition to the general terms and conditions, we confirm that we acknowledge.

If you have any queries, please contact your Client's responsible purchaser.

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Place, date

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Signature, company stamp