

**General Terms and Conditions as well as Terms and Conditions of Sale and Delivery for DIHAG Holding GmbH and its affiliated subsidiaries with registered offices in Germany as per § 15 et seq. AktG [Stock Corporation Act] (hereinafter known as “DIHAG” or “we” or “us”).**

## **1. Validity, General Terms and Conditions of the Buyer**

**1.1** These General Terms and Conditions as well as Terms and Conditions of Sale and Delivery (hereinafter known collectively as the “GTCS”) apply exclusively to entrepreneurs in the sense of § 14 of the German Civil Code (BGB), in other words natural or legal entities ordering the goods or contracting the service in the course of carrying out their commercial or independent professional activities. They apply to all goods and/or services, including any proposals, consultations and other ancillary services provided by DIHAG (hereinafter known as “Goods and/or Services” for short) to the other company in each case (hereinafter known as the “Buyer”). They also apply to all future transactions, even if no explicit reference is made to these General Terms and Conditions as well as Terms and Conditions of Sale and Delivery.

A complete list of the affiliated companies in the DIHAG group can be found under the following link:

[www.dihag.com](http://www.dihag.com)

**1.2** Any general terms and conditions of the Buyer, particularly general terms and conditions of purchase, do not apply. This applies even if DIHAG does not explicitly object to their applicability, regardless of the form in which DIHAG was informed of them. Accordingly, silence regarding such general terms and conditions of the Buyer does not represent agreement under any circumstances.

## **2. Offers/subject of the delivery/scope of delivery**

**2.1** Offers made by DIHAG are fundamentally subject to change and therefore non-binding unless they have explicitly been designated in writing as binding. If the Buyer places an order based on the offers that are subject to change, a contract shall only come into effect – including during ongoing business transactions – when DIHAG provides written confirmation, where requested by the Buyer. In all other cases, a contract shall be concluded upon delivery of the goods. Where DIHAG provides an order confirmation, this confirmation alone shall be definitive for the content of the contract, particularly the scope of delivery and the delivery date. Contract amendments/adjustments, particularly order cancellations or suspensions, are only possible by mutual agreement. The right to extraordinary termination for good cause remains unaffected hereby.

**2.2** Information provided in brochures and catalogs, such as illustrations, drawings, weights, and dimensions are approximate values customary for the industry, unless they are explicitly described as binding.

**2.3** Technical consultations by us fundamentally represent a purely informational service and thus exclusively serve as technical orientation. Where the content of such technical consultations has not explicitly been declared part of the contract, it shall be non-binding for DIHAG and the Buyer cannot use it to derive any rights against DIHAG.

**2.4** We reserve ownership rights and copyrights to illustrations, brochures, calculations and other documents; these cannot be made accessible to third parties. This particularly applies to

written documents described as “confidential”; before sharing these with third parties, the Buyer must obtain explicit written permission from us.

**2.5** The characteristics, quantity and quality of the Goods and/or Services shall be determined by the corresponding contractual agreements with the Buyer. Unless explicitly agreed otherwise, production-related deviations in dimensions, weights, technical properties and specifications – within the tolerances customary for the industry and/or as laid out in the applicable technical standards (EN, DIN and VDA standards) – are always permissible.

**2.6** Unless otherwise agreed, DIHAG’s technical specifications, drawings, and terms and conditions of delivery as well as price lists at the time when the contract is concluded shall fundamentally apply.

**2.7** The following provisions apply to order-related manufacturing equipment and cast components.

**a)** Order-related manufacturing equipment, such as models, templates, core boxes, casting tools, devices and control gauges, provided by the Buyer shall be sent to us free of charge unless explicitly agreed otherwise. We shall review compliance of the manufacturing equipment provided by the Buyer with the contractual specifications, or with drawings or samples provided to us, only where explicitly agreed. The Buyer is responsible for ensuring the fault-free delivery condition of the provided manufacturing equipment. All deviations from the contractual specifications and the resulting costs that result from faulty provided manufacturing equipment shall be the responsibility of the Buyer. We are entitled to modify manufacturing equipment where we deem it necessary for technical casting reasons and if this does not change the workpiece.

**b)** The costs for any necessary modification as defined above, as well as for maintenance or replacement of the Buyer’s manufacturing equipment, shall be borne by the Buyer.

**c)** We shall treat and store the manufacturing equipment with the same care that we exercise for our own items. We are not liable for any accidental destruction or deterioration of the manufacturing equipment. We are not obligated to conclude an insurance policy.

**d)** Ownership of order-related manufacturing equipment that we make or purchase on behalf of the Buyer (hereinafter known as “Equipment”) shall be transferred to the Buyer only when the agreed price and/or cost share is paid in full. If the Buyer requests separate ownership markings for the Equipment, these shall be provided by the Buyer in the desired format (sign, adhesive label, etc.). Handover of the Equipment shall be replaced by our retention obligation. We shall store the Equipment for a period of up to 3 years after the last casting. Any resulting costs shall be compensated by the Buyer. Any Equipment no longer required by DIHAG can be returned to the Buyer or picked up by the Buyer at DIHAG’s request at any time, with corresponding notice, at the Buyer’s cost and risk; if the Buyer fails to fulfill the pickup request within an appropriate period, DIHAG shall store the Equipment at customary costs to be borne by the Buyer and destroy it at the Buyer’s expense after an appropriate grace period and warning.

**e)** The Buyer can only assert claims arising from copyrights or industrial property rights where the Buyer has notified us of the existence of such rights and has explicitly reserved them.

**f)** Components to be cast by us must be delivered by the Buyer in the correct dimensions and in fault-free condition. The Buyer shall provide a replacement free of charge for any components that are scrapped and therefore unusable.

### **3. Delivery modalities**

#### **3.1 Delivery reservations, force majeure and other obstacles to delivery:**

If goods or services from DIHAG's subcontractors used in the provision of its owed contractual Goods and/or Services are not received, are incorrect, or are delayed due to circumstances for which DIHAG is not responsible – despite proper and adequate coverage in terms of quantity and quality based on its delivery or performance agreement with the Buyer – or if force majeure events persist for a significant period of time (i.e. longer than 14 calendar days), DIHAG shall inform the Buyer of this in a timely manner in writing or in text form. In this case, DIHAG is entitled to delay the delivery by the length of the obstacle, or to withdraw from the contract in full or in part due to the unfulfilled portion of the contract, where DIHAG has fulfilled its abovementioned informational obligation and has not assumed the procurement risk. In addition to war, civil unrest, forces of nature, explosions, and fire, force majeure also includes strikes, lockouts, official interventions, energy or raw material shortages, transport bottlenecks and operational downtimes – e.g. due to fire, water, or mechanical damage – that are outside DIHAG's sphere of responsibility, as well as pandemics, epidemics, and all other obstacles that were in an objective sense not culpably caused by DIHAG.

If a delivery and/or performance deadline or a delivery and/or performance period has been bindingly agreed, and if events as per the above paragraph cause the agreed delivery and/or performance deadline or the delivery and/or performance period to be exceeded, the Buyer is entitled to withdraw from the contract for the unfulfilled portion of the contract after an appropriate grace period has elapsed without result. Any further claims by the Buyer, particularly damage compensation claims, are excluded in this case where DIHAG has fulfilled its informational obligation as described above. The above provisions apply correspondingly if, due to force majeure, it is objectively unreasonable for the Buyer to adhere to the contract even without a contractually agreed fixed delivery and/or performance deadline.

Regardless of the above rights, if a force majeure event persists on DIHAG's side for more than 2 weeks, DIHAG shall work with the Buyer to regulate the impact on contract execution.

#### **3.2 Serial deliveries, long-term and call-off contracts**

**a)** For call-off delivery contracts, unless otherwise agreed, we must be informed of the binding quantities at least 3 months before the call-off delivery date. Any delivery obligation on our part requires written confirmation of the delivery deadlines and quantities from us. Any additional costs resulting from a delayed call-off or retroactive changes in the call-off with regard to time or quantity that are caused by the Buyer shall be borne by the Buyer; our calculation shall be definitive. For call-off delivery contracts, a "frozen zone" shall be agreed during which time and quantity changes are no longer permissible.

**b)** For series manufacturing, a delivery shortfall or excess delivery of up to 10% compared to the ordered quantity is permissible due to the particularities of the casting process. The total price shall change according to the scope. Point 3.4 a) of these GTCS shall remain unaffected hereby.

### **3.3 Testing procedure, acceptance**

- a)** If an acceptance requirement has been established, the scope and conditions must also be established by the time the contract is concluded.
- b)** If this does not occur, acceptance shall take place within the scope customary for our company and according to our customary conditions. The same applies for initial sample inspections.

### **3.4 Dimensions, weights, quantities**

- a)** Deviations in dimension, weight and quantity within the tolerances customary in the industry, in keeping with relevant DIN regulations and technical casting requirements, are permissible. Dimension and weight specifications in our offers and order confirmations do not represent a quality guarantee.
- b)** Our determined delivery weights and quantities shall be definitive for the calculation.

### **3.5 Delivery periods and deadlines:**

Unless explicitly designated as binding, any delivery periods and deadlines given in our offers shall fundamentally be considered non-binding, approximate values. In the case of non-binding or approximate delivery periods and deadlines ("approx.," "about," etc.), DIHAG shall strive to meet these to the best of its ability. Binding delivery periods agreed in writing shall begin upon receipt of the order confirmation (see Point 2.1) by the Buyer, but not before all details regarding the contract execution have been clarified and all other requirements to be fulfilled by the Buyer have been met; the same applies correspondingly for delivery deadlines.

Bindingly established delivery periods are considered met if the goods leave the plant or the warehouse within this period. If shipment or pickup is delayed for reasons outside DIHAG's area of responsibility, the period is considered met if readiness for shipment is reported within the agreed period.

In the case of bindingly guaranteed delivery periods and deadlines, the Buyer is only entitled to withdraw from the contract, and to assert any direct damage incurred, according to the provisions in Point 8 (limitation of liability), if an appropriate grace period for proper provision of goods and services by DIHAG, as explicitly set by the Buyer, has lapsed without result and without justification.

Customary production times for the industry shall always be taken into account when determining an appropriate grace period. For the sake of necessary predictability, we must be specifically informed at the latest upon conclusion of contract about the potential scope of possible losses and damage in the event of a delayed delivery.

If the Buyer fails to fulfill its duties, especially ancillary-service and cooperation duties, and if this impairs and/or delays the performance, DIHAG shall be entitled, regardless of any other rights, to adjust the delivery periods and deadlines according to its internal workflows and production processes and to implement an appropriate postponement.

Changes to previously agreed delivery periods require a new order confirmation and shall take effect only when this is provided. If the Buyer intends to cancel or suspend orders within the binding acceptance obligation, the Buyer shall compensate any expenses incurred.

#### **4. Prices (delivery quantities), terms and conditions of payment, acceptance obligation**

**4.1** Our prices are calculated based on the agreed order quantities. If no binding order quantities have been agreed, our calculation shall be based on the agreed target quantities. If the order quantity or target quantity is not met, we are entitled to implement an appropriate price increase per unit. If the Buyer exceeds the quantity with our permission, the parties shall mutually agree to a corresponding price adjustment. The amount of the reduction or increase shall be determined using our calculation principles.

**4.2** Unless otherwise agreed, all prices for Goods and/or Services are strictly net (without any discounts, etc.). All taxes and other fees incurred by the Buyer in conjunction with provision of the Goods and/or Services shall be paid and borne by the Buyer (cf. also Point 11 of these GTCSD).

**4.3** Unless contractually agreed otherwise, payment for the provided Goods and/or Services shall be net within 30 days.

**4.4** The Buyer hereby explicitly agrees that invoices can also be issued and sent in electronic form if DIHAG so wishes.

**4.5** If it has been agreed that the Goods and/or Services are to be approved for shipment by the Buyer within a certain period after corresponding notification of readiness for shipment (call-off orders), the Buyer is contractually obligated to call off the Goods and/or Services and approve them for shipment within 5 business days of receiving the notification of readiness for shipment.

In all cases of a call-off/acceptance delay by the Buyer (hereinafter known as “default of acceptance”), we are entitled to warehouse any affected goods at the Buyer’s expense and risk, and to issue an invoice, payable immediately and without further notice, for the resulting costs that we incur.

For the rest, we reserve the right to sell the affected Goods and/or Services, if possible, if a grace period of 5 business days elapses without result, and/or to consider alternate utilization (e.g. scrapping, etc.), and to invoice the Buyer for any resulting costs, particularly losses; we shall explicitly notify the Buyer of this when we set the grace period. Our compensation claims, minus any sales proceeds where applicable, as well as all other statutory and contractual rights shall remain unaffected hereby.

**4.6** In addition, all of DIHAG’s receivables from the business relationship with the Buyer shall fall due immediately if the payment terms and deadlines are not met, even for one receivable, or if circumstances become known that DIHAG justifiably considers likely to significantly reduce the Buyer’s creditworthiness and/or seriously threaten its ability to realize payment claims (e.g. a significant reduction or complete elimination of insurance limits by well-known credit insurers).

In these cases, DIHAG is further entitled to make any further deliveries to the Buyer dependent upon a corresponding advance payment or provision of other appropriate and acceptable securities (among others, see also Point 6 Securities and reservation of title), and/or to withdraw from the contract (including in part, where applicable) following an appropriate

grace period and to request damage compensation, especially due to non-fulfillment of the contractual acceptance obligation.

Any other contractual and statutory rights remain unaffected hereby.

## **5. Shipping, packaging and transfer of risk:**

### **5.1 Shipping**

Unless otherwise agreed, all deliveries shall be ex works.

### **5.2 Transfer of risk**

**a)** Unless otherwise agreed in writing, deliveries shall be made “ex works” (Incoterms 2020). This applies even if we have agreed to assume the transport costs.

**b)** If we have agreed to provide and/or arrange transport, we shall only be obligated to conclude transport insurance at the explicit request of the Buyer; the resulting costs for this shall be borne by the Buyer.

**c)** Goods reported as ready to ship (cf. Point 3.5) shall be accepted without delay; otherwise we shall be entitled to ship them at the Buyer’s cost and risk or to store them at customary shipping costs and at the Buyer’s risk, as we choose. We are also entitled to choose the latter option if our owed shipping service cannot be performed through no fault on our part.

**d)** In the absence of specific instructions, the transportation means and route shall be chosen at our discretion.

**e)** If the shipment is delayed due to circumstances caused by the Buyer, or if, at the Buyer’s request, shipment takes place at a later time than the agreed delivery deadline, risk shall be transferred to the Buyer as of the notification of readiness for shipment.

## **6. Securities, reservation of title**

**6.1** The DIHAG companies are entitled to securities for their receivables (particularly payment claims) that are acceptable in terms of their type and scope, customary, and of sound value, and they have the right to assign their receivables against the Buyer to third parties.

Under no circumstances can a single or temporary failure to assert this security claim be used to derive a waiver of the provision of such securities. Where the Buyer has been provided with treatment or processing materials, or production tools/resources, these shall also serve as security for receivables from the relevant business transaction, and/or for all receivables from the relevant delivery relationship (including corresponding balance claims from current accounts) in the case of ongoing equivalent individual statements.

**6.2** Until payment in full of the purchase price claim and particularly of the respective balance claims from current accounts (see also Point 6.1 last sentence), all deliveries shall remain the unrestricted property of DIHAG (sale subject to reservation of title). This applies even if the Buyer has provided dedicated payments for specific, individually designated claims.

**a)** In the case of treatment/processing of deliveries that have not yet been paid in full by the Buyer, DIHAG shall obtain a corresponding co-ownership share of the resulting newly pro-

duced goods, according to the deliveries' invoice value vis-à-vis the value of the treated/processed new goods.

In the event that deliveries are combined, mixed or blended with other items by the Buyer, a co-ownership share of the newly produced goods shall apply according to the deliveries' invoice value vis-à-vis the invoice value of the other items used in manufacturing the new goods. Where the reserved title expires, regardless of reason, in the course of such treatment/processing, combination, mixture, or blending, the Buyer shall assign to DIHAG in advance any (co-)ownership rights or corresponding expectant rights to newly created goods that arise on its part during these processes, at the value defined above, and maintain these for DIHAG free of charge. The abovementioned ownership and/or co-ownership rights are also considered reserved property rights.

**b)** The Buyer shall resell the goods subject to reservation of title only in the normal course of business, under its normal terms and conditions of business, and only as long as this collection authorization is not canceled with justification as per the paragraph below; however, this applies only if the Buyer and its customers in turn have agreed to a corresponding reservation of title and if the claims from the resale are legally transferred to DIHAG according to the following provisions regarding assignment in advance, to secure the claim as defined in Points 6.1 and 6.2.

Claims that the Buyer acquires through the resale of goods/services to its customers are hereby assigned by the Buyer to DIHAG in advance in the amount of the respective invoice value for the underlying goods.

In the event of a resale of goods in treated or processed form, or together with other items/goods (combination/mixture/blending), the value of the claims to be assigned by the Buyer to DIHAG in advance by way of security shall be calculated based on the corresponding calculation rules in Point 6.2 a), in the amount of DIHAG's (co-)ownership share.

Regardless of this assignment, the Buyer remains entitled to collect the claims unless DIHAG justifiably revokes the Buyer's collection authorization in writing on reasonable grounds, especially as per Point 6.2 c). In the event of a justified revocation, the Buyer shall, at DIHAG's request, announce the assignment to the respective customers/third-party buyers without delay and provide DIHAG with the information and documentation necessary to assert its rights. Furthermore, in these cases DIHAG is entitled and explicitly authorized by the Buyer to inform the respective customers/third-party buyers of the assignment and to collect the claims itself. Pledging or transferring by way of security any claims assigned in advance is not permissible.

**c)** In justified cases, particularly in the case of payment default by the Buyer; justified doubts regarding the Buyer's creditworthiness and/or the likelihood of realizing the purchase-price claims; or an application for or actual initiation of insolvency/restructuring or effectively equivalent proceedings, DIHAG is entitled to assert the agreed reservation of title according to the contractual and statutory provisions and to refuse, among other things, any further treatment/processing, combination/mixture/blending and/or resale of the goods subject to reservation of title and/or any (co-)ownership shares, and/or to retrieve same at the Buyer's cost and risk; DIHAG is entitled to enter the Buyer's facility or any consignment warehouses where applicable, as well as revoking the Buyer's collection authorization and collecting the claims from the resale itself and utilizing these in lieu of payment.

**d)** By asserting the reservation of title or revoking the collection authorization, DIHAG shall only withdraw from the relevant contract in full or in part if this has explicitly been declared by the DIHAG companies in the course of exercising these rights. At the Buyer's request, DI-

HAG shall release the securities it holds where they exceed the value of the claims to be secured by more than 20% in total. All deliveries/newly created goods subject to reservation of title, including any (co-)ownership shares in these that belong to DIHAG, shall be adequately insured by the Buyer with regard to the security function (particularly against fire and theft), with proof provided to DIHAG upon request in the form of corresponding insurance certificates. In the event of the loss, destruction or damage of the deliveries/goods (including any (co-)ownership shares), the Buyer shall assign to the DIHAG companies the resulting insurance claims as well as any claims against the damaging party, in the amount of the respective invoice value for the underlying deliveries or the amount calculated as per Point 6.2.1.

If the reservation of title or assignment is invalid according to the laws governing the relevant deliveries/goods, a means of security that as closely as possible approximates a reservation of title or assignment of claims by way of security within this jurisdiction is hereby agreed. If this requires cooperation from the Buyer, the Buyer shall take all reasonable measures that are necessary and seem expedient to establish and maintain such rights/means of security. In order to avoid pledging or other impairment of the reserved property and/or of any (co-)ownership shares belonging to DIHAG by third parties or by official measures, the Buyer shall take all reasonable and legally permissible measures to prevent this (labeling, separate storage, blocked-goods warehouse, etc.).

If pledging or another impairment should nonetheless occur, the Buyer shall immediately inform DIHAG of these circumstances. All other statutory and/or contractual rights of DIHAG remain unaffected hereby.

## **7. Warranty/defect claims and prohibition of assignment**

**7.1** DIHAG hereby warrants that the Goods and/or Services correspond to the relevant contractual agreements, especially in the sense of the determinations in Point 2 "Subject of the delivery," at the time of the transfer of risk (cf. Point 5.2). Unless explicitly guaranteed by DIHAG, DIHAG shall not owe usability of the Goods and/or Services for specific applications, even if these have been indicated by the Buyer or otherwise brought to the attention of DIHAG.

Guarantees, regardless of type, require an explicit written agreement.

**7.2.** Where the Buyer is obligated as per § 377 HGB [German Commercial Code] to perform incoming goods controls, the Buyer shall inspect the goods immediately after delivery, but at the latest within 21 business days, where this is feasible in the ordinary course of business, and shall immediately notify DIHAG in writing (email/fax is sufficient) of any determined defects.

Defects that were not noticeable at the definitive time, even with careful inspection (hidden defects), shall be reported by the Buyer as soon as they are discovered.

By negotiating any defect complaints, DIHAG does not waive its right to object that a complaint was delayed, objectively unjustified, or otherwise inadequate.

In the event of an omitted or delayed complaint as per the above provisions, the goods shall be considered approved. For the rest, §§ 377 et seqq. HGB shall apply.

**7.3** In the case of defects that are reported in a timely manner, the Buyer shall give DIHAG an opportunity to adequately inspect the Goods and/or Services subject to a complaint, within an appropriate period of time following a corresponding request. Upon request from DIHAG, the Goods and/or Services subject to a complaint or appropriate components thereof

or samples thereof shall be provided to DIHAG for inspection. In the case of justified and timely defect complaints, DIHAG shall – with consideration for the Buyer’s justified interests – exchange the defective Goods and/or Services within an appropriate period (with consideration for customary production times in the industry) for fault-free Goods and/or Services in the same scope, or rectify/remedy any defects by way of improvements.

Claims asserted by the Buyer resulting from necessary expenditures for subsequent performance due to relocation of the goods after delivery are hereby excluded where these increase the overall expenditures, unless such relocation is in keeping with the intended use.

Any flat fees for complaint, damage and/or selection processes shall not be recognized by the DIHAG companies.

**7.4** Claims by the Buyer arising from or in conjunction with a delayed delivery and/or non-contractual/defective Goods and/or Services, including any damage compensation claims, cannot be assigned or transferred to third parties. This excludes financial claims between companies from business transactions.

**7.5** Claims for defects shall lapse within one year of the transfer of risk as per Point 5.2 of these GTCSD unless otherwise agreed in individual cases. This does not apply in cases as per Point 8.2 of these GTCSD, where the statutory limitation periods apply.

## **8. Limitation of liability**

**8.1** DIHAG shall not be liable, particularly for claims by the Buyer for damage compensation or reimbursement of expenses – regardless of legal grounds – and/or in the case of a breach of duties based on the contractual obligation or impermissible actions.

**8.2** The above limitation of liability shall not apply

- for DIHAG’s own intentional or grossly negligent breach of duties, or an intentional or grossly negligent breach of duties by statutory representatives or vicarious agents;
- for a breach of essential contractual duties; essential contractual duties are defined as duties whose fulfillment defines the contract and which the Buyer can rely on to be fulfilled;
- in the case of bodily injury, loss of life or damage to health, including by statutory representatives or vicarious agents;
- in the case of default where a fixed delivery and/or fixed performance time was agreed;
- where DIHAG has guaranteed the condition of the goods or the existence of performance success, or has accepted a procurement risk;
- in the case of liability under the Product Liability Act or other legally binding liability circumstances.

**8.3** In the event that DIHAG or its vicarious agents are only found culpable of slight negligence and no case exists as per Point 8.2 above (bullet points 1, 3, 4, 5 or 6), DIHAG’s liability, even for a breach of essential contractual duties, shall be limited to damage that is foreseeable and typical for the contract at the time when it is concluded.

**8.4** Further liability by DIHAG is hereby excluded.

**8.5** Liability for damage caused exclusively by unsuitable or improper use, particularly a failure to observe the operating instructions included with or affixed to the goods, or by any

changes, repairs or repair attempts made by the Buyer, a customer of the Buyer, or a third party engaged by the Buyer or its customers, is also hereby excluded.

**8.6** The liability exclusions and limitations as per the above paragraphs apply within the same scope for the benefit of management and non-management employees and other vicarious agents as well as subcontractors of DIHAG.

**8.7** Where the Buyer is entitled to damage compensation claims as defined in this Point 8, these shall lapse at the end of the applicable limitation period for defect warranty claims as per Point 7.5 of these GTCSD. Point 8.2 of these GTCSD applies correspondingly.

**8.8** The above provisions are not associated with a reversal of the burden of proof.

## **9. Compliance in the DIHAG group of companies, “Principles guiding our actions”**

**9.1** The Buyer hereby agrees not to offer or grant, nor to request or accept, any advantages within the business relationship – neither in business transactions nor in interactions with public officials – that violate applicable anti-corruption regulations.

**9.2** During the course of the business relationship, the Buyer hereby agrees not to reach agreements or coordinate activities with other companies that have as their object or effect an impairment, limitation or falsification of competition under the applicable antitrust regulations.

**9.3** The Buyer hereby warrants that the applicable laws regulating the general minimum wage shall be observed. Upon request, the Buyer shall provide proof of compliance with the above warranty. In the event of a violation of the above warranty, the Buyer shall indemnify us from any and all third-party claims and shall reimburse any fines that we incur in this connection.

**9.4** The Buyer shall comply with the relevant statutory regulations on dealings with employees, environmental protection, and workplace safety, and shall work to reduce any negative impact of its activities on people and the environment. To this end, the Buyer shall to the best of its ability set up and further develop a management system according to ISO 14001. Furthermore, the Buyer shall observe the requirements in our Code of Conduct for Business Partners ([www.dihag.com/compliance](http://www.dihag.com/compliance)) and the principles of the UN’s Global Compact Initiative, which primarily involve protecting international human rights, eliminating forced labor and child labor, preventing discrimination in hiring and employment practices, and taking responsibility for the environment ([www.unglobalcompact.org](http://www.unglobalcompact.org)).

**9.5** In the case of a suspected violation of the duties in Point 9.1 through 9.4, the Buyer shall immediately clarify potential violations and inform us of the clarification measures taken. If the suspicion is justified, the Buyer must inform us within a reasonable period about the internal company measures taken to prevent future violations. If the Buyer fails to fulfill these obligations within an appropriate period, we reserve the right to withdraw from our contracts with the Buyer or to terminate these with immediate effect.

**9.6** In the event of serious legal violations by the Buyer or serious violations of the provisions in Points 9.1 through 9.4, we reserve the right to withdraw from existing contracts or terminate them without notice.

## **10. Export control regulations**

**10.1** The Buyer hereby agrees to comply with all national and international export control regulations, especially under Community law, in conjunction with the transfer of services and any associated services to third parties. Contract fulfillment by us is accordingly subject to the explicit reservation that any necessary export control permits must be granted, and contract fulfillment also cannot be opposed by any other hindrances due to national or international export control regulations, especially under Community law.

Any documents and information required in conjunction with export control proceedings shall be provided by the Buyer in a timely manner.

**10.2** All offers and any existing contractual delivery obligations by the DIHAG companies are also subject to the explicit reservation that their fulfillment fundamentally cannot violate any other applicable import or export regulations, such as anti-dumping or other regulatory and/or punitive tariff provisions, and that no (preliminary) proceedings have been initiated to impose anti-dumping or other regulatory and/or punitive tariffs.

It is hereby explicitly established that the initiation of such proceedings is already considered an event beyond the control of DIHAG, which particularly entitles DIHAG to withdraw from the relevant offer and/or contract without any liability or cost share.

In the event that such incidents occur, DIHAG and the Buyer shall coordinate potential adjustment possibilities, especially with regard to the price/alternative delivery options. The Buyer shall indemnify and hold DIHAG harmless for all consequential damages in this context.

## **11. Taxes, customs duties, fees, etc.**

For deliveries to other EU member states, the Buyer shall provide its corresponding VAT identification number before concluding the contract, for use in invoicing. If the country of departure for the delivery does not consider this to be a valid foreign VAT identification number, the delivery shall be invoiced subject to the applicable value added tax.

For all types of delivery pickups by the Buyer that are transported by the Buyer to the third country, the current valid German VAT rate shall be initially invoiced. If a legally recognized export certificate is provided at a later point, our companies shall recalculate the VAT charge accordingly. In the cases of intra-Community pickups, a tax exemption can only be granted if the statutory requirements are fulfilled at the time of pickup.

According to the EXW delivery term (as per Incoterms 2020), the Buyer is responsible for the import of goods into the Buyer's country. The purchase price does not include any customs duties for imports into the Buyer's country. All taxes and other fees incurred in conjunction with imports into the Buyer's country shall be paid and borne by the Buyer. The Buyer and DIHAG shall coordinate the invoicing details with one another where applicable.

All taxes incurred by DIHAG in the Buyer's country due to a change in tax law after conclusion of the contract shall be borne by the Buyer. The Buyer and DIHAG shall coordinate the details of this with one another.

## **12. Confidentiality, processing of personal data**

**12.1** Unless a separate confidentiality agreement has been concluded between the parties to the contract, the following shall apply:

The Buyer shall maintain strict secrecy with regard to all confidential information that becomes known to the Buyer and/or is provided by DIHAG in the course of executing the contract, such as all technical, commercial and/or business information, including pricing and payment conditions, formulas and product recipes, ideas, designs, electronic data and product samples, etc., whether in verbal, written or electronic form (and in all other possible formats), hereinafter known collectively as "Information"; the Buyer shall not make this accessible to third parties without prior written permission from DIHAG, and shall not use it (even in part) for any purposes other than those laid out in the contract/order.

This obligation does not apply to Information that

**a)** was already legitimately known to the Buyer without any confidentiality obligation at the time when the Buyer received it/obtained knowledge of it, or which is legitimately made known to the Buyer thereafter through third parties without any violation of confidentiality obligations or other recognizable legal violations,

**b)** was already public knowledge and generally accessible at the time when the Buyer received it/obtained knowledge of it, or which became public knowledge and generally accessible thereafter without any violation of confidentiality obligations or other recognizable legal violations by the Buyer or third parties,

**c)** was developed independently by the Buyer without any use of Information from DIHAG as per Point 12.1, or according to the exceptions in Point 12.1 a) and b) or

**d)** for which the Buyer was granted explicit written permission from DIHAG for an alternate use or publication.

Specific Information shall not automatically fall under the abovementioned exceptions simply because it includes general knowledge and experience that fall under these exceptions as such. Correspondingly, a combination of individual pieces of Information shall not fall under the abovementioned exceptions simply because the individual pieces of information in this combination as such fall under these exceptions. Instead, this only applies if the combination itself falls under these exceptions.

The Buyer hereby agrees to store all information with care, to secure it appropriately against unauthorized access by third parties, and to return or irretrievably destroy, at the request of DIHAG, all information transferred and/or received in the context of the contract execution.

Where DIHAG provides the Buyer with Information or makes it accessible as per Point 12 Para. 1, DIHAG hereby explicitly reserves all rights, especially intellectual property rights (including intellectual property, copyright/trademark and utility model rights, etc.), to this Information; in the absence of an explicit agreement stating otherwise, the transfer/provision of access shall not be associated with a license transfer or other usage entitlement.

**12.2** For the purpose of executing the contract, personal data of contact partners for the customer, the supplier or the service provider shall be processed and stored in the DIHAG companies' IT systems in compliance with the statutory provisions.

Where additional DIHAG companies or affiliates are involved in projects, the necessary data shall be transmitted to the respective company where necessary in order to fulfill the contract. No transmission to other third parties shall occur.

Reference is hereby made to the rights of the data subject (contact partner) with regard to information, rectification, erasure, restriction of processing, data portability and objection.

### **13. REACH**

Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)

DIHAG hereby guarantees the Buyer that all substances in its products that are subject to a registration obligation as per Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) have been pre-registered accordingly.

### **14. General provisions**

**14.1** The exclusive place of jurisdiction for any disputes arising from or in conjunction with the contract between DIHAG and the Buyer is the registered office of DIHAG (the respective DIHAG company involved). However, DIHAG is also entitled to bring an action against the Buyer at its general place of jurisdiction. The Buyer shall bear all fees, costs and expenses incurred in conjunction with any legally successful prosecution against the Buyer outside Germany.

**14.2** All legal relationships between us and the Buyer shall be exclusively subject to German law, to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**14.3** All agreements, ancillary agreements, assurances and contract amendments must be made in writing. This also applies to any waiver of the written-form requirement itself. The precedence of any individual agreement – including verbal agreements (§ 305 b BGB) – remains unaffected hereby.

**14.4** If the Buyer is provided with these conditions in a language other than the language in which the contract is concluded (contract language), this shall occur only in order to facilitate understanding. In the event of differences in interpretation, the text written in the respective contract language shall apply.