

Purchasing Conditions of tmax Holding GmbH, tmax Germany GmbH and Thermisol GmbH

Version 13, valid as of March 1st, 2022

The following general terms and conditions apply to the contract between tmax Holding GmbH and/or tmax Germany GmbH and/or Thermisol GmbH ("Client") and the supplying partner ("Contractor") – if the supplying partner is a contractor (section 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law – exclusively for all deliveries and other services, including consultations, information and the like, insofar as the Client does not recognize any deviating contents.

1. General terms

- 1.1 These purchasing conditions apply even if the Client accepts deliveries of products and services of the Contractor (hereinafter: subject of the contract) in knowledge of conflicting terms or terms deviating from the Contractor's conditions or pays for these. Deviating, conflicting or supplementary terms of the Contractor only become part of the contract if and to the extent that the Client has expressly agreed in writing to their validity. The Client's purchasing conditions also apply to all future deliveries and services of the Contractor. The Client already expressly objects to any possible reference of the Contractor to the Contractor's own terms and conditions and their possible disclaimers.
- 1.2 The Client's silence regarding deviating conditions of the Contractor is never to be considered as approval. By accepting or executing the orders of the Client, the Contractor accepts the terms of the Client, even if the Contractor has confirmed with its own conditions. The Contractor has acknowledged the Client's terms once; they therefore also apply to all of the Client's future orders without further special agreement.
- 1.3 These purchasing conditions in their respective version apply as a framework agreement also for future contracts for the sale and / or delivery of movable property and / or services with the same contractor, without the Client having to refer to them again in each individual case; the current version of these purchasing conditions is available at <https://www.tmaxgroup.com/en/general-terms-and-conditions-of-purchase>

2. Power of representation and conclusion of the contract

- 2.1 The Client's staff and all other employees or representatives of the Client are not authorized to enter into verbal agreements with the Contractor that deviate from the order form or these general purchasing conditions.
- 2.2 Orders, contracts and delivery requests as well as their amendments and additions must thus be made in writing, require written confirmation or can only be made verbally by the CEO / CFO and authorized representative of the Client. The same applies to verbal supplementary agreements before or at the conclusion of the contract as well as to changes and deviations after the contract is concluded.
- 2.3 No compensation is granted for the preparation of projects and offers, consultations or the like by the Contractor unless expressly agreed to be effective.
- 2.4 When submitting an offer, the Contractor has a special duty of inspection and due diligence, especially when referring to material numbers of the Client. The Client hereby assumes the information on specifications (material numbers of the contractor) transmitted by the contractor without further checks.
- 2.5 Offers by the contractor must always be made based on the specifications provided by the Client and require a feasibility analysis prepared by the Contractor. If the Contractor cannot process the provided documents and files, he must notify the Client immediately. If, based on the feasibility analysis, it also turns out that the product cannot be made according to the specification provided by the Client, the product can be offered deviatingly in absolute exception. The submission of an alternative offer must be accompanied by a clear and clear marking on the offer. The note "Deviation" is mandatory. The deviating characteristics are to be clearly emphasized on the specification provided by the Contractor and to represent the basis of the offer within the framework of a target-comparison.
- 2.6 On obvious errors (e.g. typing and calculation error), incomplete inquiries and purchase orders, missing information as well as contradictory inquiry bases (e.g. deviations between the requested specification of the Client and in the request possibly indicated material numbers of the Client), the Contractor to request immediately in writing a correction or completion. The specification of the client is the basis of the contract. The products / services must correspond to the agreed quality (clients' designation, specifications, data sheets, drawings, etc.), the legal provisions and the current state of science and technology. Furthermore, standards to which reference is made and other documents made as a basis for the contract must be taken into account accordingly. Referencing the contractors' offers and referencing contractors' material numbers is not part of the contractual basis.
- 2.7 If the Contractor violates his statutory and above-mentioned obligations in the phase of the contract initiation, he is liable for all resulting damages.
- 2.8 Contracts must be confirmed by the contractor. Upon confirmation of the first call-off, the contract is considered confirmed, even if there was no confirmation for the contract. The duration of a contract shall be extended accordingly by the duration between the date of issue of a contract and

the date of the confirmation of the Contractor for the contract or the first call-off.

- 2.9 The contractor must always have a safety stock amounting to at least 25% of the contract volume on hand.
- 2.10 If the Contractor does not accept the order within three (3) working days of receipt, the Client is entitled to a cancellation. Delivery requests become binding if the Contractor does not object to them within three (3) working days after receipt. If the Contractor is already performing a service without our order assignment, we reserve the right to refuse the service.
- 2.11 Order confirmations must be sent within three (3) working days after receipt of the order as a PDF file to the following e-mail address: purchasing@de.tmaxgroup.com.
- 2.12 The Client's delivery and packaging specifications are a part of every purchase agreement.
- 2.13 Delivery notes, waybills, invoices and all correspondence must contain the order number of the Client.

3. Cancellation

- 3.1 The Client can cancel the order in writing at any time before accepting the goods. In this case, the Contractor can demand a reimbursement for the expenses incurred if it is unable to otherwise use or sell the goods. The amount of the incurred expenses must be proven to the Client upon request. In the case of a cancellation on the part of the Contractor, the reimbursement for expenses is excluded insofar as the services rendered up to the cancellation are worthless for the Client. A reimbursement for lost profit is strictly excluded.

4. Prices

- 4.1 The prices agreed on and listed in the order are highly limited prices and are valid until the delivery of the ordered amount or until a release order is expired. Unless agreed otherwise, these are considered "free to place of receipt", including freight and packaging costs as well as any potential custom duties for imported goods. The amounts, dimensions and weights determined by the Client are decisive for the calculation.
- 4.2 If the Contractor reduces its list prices or increases its discounts due to changed market conditions, the Contractor is obligated to also make these price advantages available to the Client for current orders without being asked.

5. Delivery

- 5.1 The contractor is obliged to compare the specification of the client with the properties of the product of the contractor. If the comparison shows a deviation, no delivery may take place without the written approval of the client. The contractor must archive the approval of the client for a period of at least ten (10) years and present it to the client if requested.
- 5.2 The agreed-on quantities must be adhered to precisely even in cases of partial deliveries, but an overdelivery up to three percent (3%) of the ordered quantities is permissible for bulk goods. There will be no additional remuneration for the overdelivery, even if it is not claimed. In case of non-compliance, the Contractor is obligated to immediately take back the excess delivered amount at its own cost and reimburse the Client for any possible damages caused by the overdelivery. Other deviations from the Client's ordered amounts are only permissible upon the Client's prior valid approval.
- 5.3 The delivery dates agreed on or specified by request are binding. Exceeding these dates puts the Contractor in default without the need of a reminder. After setting a grace period of ten (10) working days, the Client is entitled to withdraw from the contract. Receipt of the goods by the Client is decisive for compliance with the delivery date or delivery period. If the delivery is not delivered duty paid to the factory (DDP as per Incoterms 2020), the Contractor must provide the goods in a timely manner with due regard to the time for loading and shipping coordinated with the forwarding agent.
- 5.4 If the Contractor has taken over the assembly or installation and unless otherwise agreed, the Contractor, subject to deviating regulations, assumes all required additional costs, such as travel costs, provision of the equipment and releases.
- 5.5 If a delivery period is agreed on rather than a delivery date, it starts with the date of the order.
- 5.6 The Contractor is obligated to compensate the Client for damages caused by the delay. If the Contractor foresees difficulties in terms of the production, initial material supply, compliance with the delivery date or similar conditions that might prevent it from a timely delivery or a delivery with the agreed-on quality, the Contractor must immediately notify the Client's ordering department. This does not affect the Contractor's obligation to deliver on time.
- 5.7 If the agreed-on delivery date is exceeded, the Client itself can perform the services not rendered by the Contractor yet or have it performed by a third party at the expense of the Contractor as long as the conditions specified in No. 1 are met. Compensation for non-performance also includes the additional costs for covering purchases.

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- 5.8 An unconditional acceptance of the delayed delivery or service does not entail a waiver of the compensation claims which the Client is entitled to due to the delayed delivery or service.
- 5.9 Partial deliveries are fundamentally prohibited unless the Client has expressly agreed to them.
- 5.10 By accepting part of the delivered goods, the Client does not waive its right to withdraw from the contract with regard to the remaining delivery due to a delayed non-compliance with these conditions.
- 5.11 Subject to other proof, the values regarding quantities, weight and dimensions determined by the Client in the process of an incoming goods inspection are definitive.
- 5.12 The Client does not recognize a performance reserve for self-delivery by the Contractor. The Contractor is fully responsible for the procurement of the services and the required deliveries even in case of no fault. It thus assumes the entire procurement risk.
- 5.13 In addition to the right to use the software, including its documentation, that is part of the product's scope of delivery to the extent permitted by law (§§69a et seq. of the German Copyright Act), the Client also has the right to use it with the agreed-on performance characteristics in the scope required for the contractual use of the product. The Client may make a backup copy even without an explicit agreement.
- 5.14 An essential part of the Client's order is the respective preparation of a proper supplier declaration in accordance with the Implementation Regulation (EU) 2015/2447 regarding the EU Customs Code. Shipping notices or delivery slips signed by the Client are to be considered solely a confirmation of receiving the delivery without acknowledgment of its lack of defects, completeness or the fulfillment of the order.
- 5.15 To the degree that the prices are agreed on according to weight, the weights determined by the Client's scale at receipt are decisive. A weight deviation of up to five percent (5%) remains irrelevant, but any further deviation entitles the Client to refuse acceptance of the delivery. In case of item prices or flat rates, additional weight is not remunerated. If the weight falls more than five percent (5%) below the specified amount, the shortage will be deducted at an average kilo price for the respective part.
- 5.16 The Contractor must ensure adequate and transport-safe packaging section 411 HGB (German Commercial Code). Transport damage that is not recognized by insurers due to insufficient packaging will be charged to the Contractor. The delivery goods must be packed in such a way that transport costs are avoided. Only approved environmentally friendly packaging materials may be used. Disposable packaging should be avoided as far as possible. Preference is given to poolable packaging such as Euro pallets or DB lattice boxes.

6. Force majeure

- 6.1 Force majeure, industrial disputes, non-culpable operational disruptions, riots, official measures (especially based on the Infection Protection Act) and other inevitable events entitle the client - without prejudice to his other rights - to withdraw from the contract in whole or in part, insofar as they are not of insignificant duration and result in a significant reduction in the client's needs, without the contractor being able to derive any claims from this. Force majeure within the meaning of this paragraph applies to all events whose occurrence and effects on the performance of the contract cannot be prevented by reasonable measures, in particular those events that are beyond the clients' control (in particular natural disasters such as storms, floods, earthquakes or other events such as wars, riots, terrorist attacks, boycott measures and strikes, or even epidemics).

7. Shipping notice and invoice

- 7.1 If a product supplied by the Contractor is subject to the reverse-charge procedure, the Contractor shall inform the Client of this in the form of a separate invoice and mark corresponding invoices by appropriate reference to the reverse charge procedure.
- 7.2 The specifications in the Client's orders and delivery requests apply. The invoice must be sent to the Client's printed address; it may not be included with the shipments. The Contractor's invoices must be submitted to the Client in verifiable form by stating the order number, order date, Client's item number, the 7-digit customs tariff number, the delivery slip number, the supplier declaration according to the Implementing Regulation (EU) 2015/2447 regarding the EU Customs Code, the tax ID number issued to the Contractor by the tax office or the sales tax identification number issued by the Federal Central Tax Office, the issuing date, etc. If the above-mentioned elements are missing, the Client is entitled to reject the invoice.
- 7.3 The payment periods are generally calculated from the presentation of an invoice to which no objections have been made. If premature deliveries are accepted, the due date of the respective invoices is determined according to the agreed-on delivery date. The Contractor may not transfer rights and obligations from the contracts executed with the Client to third parties without the prior consent of the Client. This does not apply to an advance assignment of the purchase price claim in the scope of an extended retention of title that is customary in the industry. Services provided by the Client to the Contractor or the third party have an exempting effect for the Client.
- 7.4 Invoices are to be sent as a PDF file to the following e-mail address:
 tmax Holding GmbH: invoice@tmaxgroup.com
 tmax Germany GmbH: invoice@de.tmaxgroup.com

Thermisol GmbH: invoice@thermisol.de

8. Pricing, transfer of risk, property rights

- 8.1 If no separate agreement has been made, the prices are understood as delivered duty paid to the factory (DDP client's place of delivery according to Incoterms 2020), including packaging. It does not include sales tax. The Contractor bears the risk of material damage until the Client or its representative accepts the goods at the place where the goods are to be delivered according to the order.
- 8.2 The ownership of the delivered goods is transferred to the Client upon payment. However, the client is entitled to process the goods as intended or to resell them before full payment has been made. Any prolonged or extended retention of title is excluded.

9. Payment terms

- 9.1 Unless agreed otherwise, the invoice is settled either within fourteen (14) days from the receipt of invoice with a deduction of a three percent (3%) discount or within thirty (30) days without deduction. This period starts from the day on which the invoice is received but not before the agreed-on delivery or service date and not before the actual delivery of the goods or service provision. The payment is subject to a verification of the invoice. The payment is made by bank transfer.
- 9.2 The Client only goes into default of payment if it receives a reminder with a deadline of two weeks or if other legal conditions of a default apply. If there is a fault with the delivery, the Client is entitled to retain pro rata payment until the proper fulfillment.
- 9.3 In the case of bank transfer, the payment has been made on time if the transfer order of the Client is received by the bank of the Client before the end of the payment period. The Client is not responsible for delays by the banks involved in the payment transaction. Payment is subject to invoice verification.
- 9.4 The Client owes no maturity interest. The default interest is five (5) percentage points above the base rate annually. The statutory provisions apply to the default of payment of the Client. In any case, a written warning from the Contractor is mandatory.
- 9.5 Rights of set-off and retention as well as the objection of the non-fulfilled contract are entitled to the Client to the legal extent. The Client is in particular entitled to withhold payments due as long as the Client still has claims from incomplete or defective services against the Contractor.
- 9.6 The Contractor has a right of set-off or retention only on the basis of legally established or undisputed counterclaims.

10. Claims for defects, recourse and warranty

- 10.1 Acceptance of the delivery is subject to an inspection to ensure that the shipment is free from defects and, in particular, is accurate, complete and suitable. The Client is entitled to examine the subject of the contract insofar and as soon as this is feasible in the proper course of business; if any defects are found, the Client will report them immediately after their discovery. In this matter, the Contractor waives the claim of a late notification of defects. The claim can also be made in verbal or text form.
- 10.2 The legal provisions regarding material and legal defects apply unless specified otherwise below.
- 10.3 In principle, the Client has the right to select the type of supplementary service. The Contractor has the right to refuse the type of supplementary service selected by the Client under the conditions of section 439 paragraph 3 BGB (German Civil Code).
- 10.4 If the Contractor does not start to remedy the defect immediately after the Client requests this remedy, the Client is entitled in urgent cases, to perform the remedy on its own or assign a third party to do so at the Contractor's expense, particularly to prevent acute dangers or avoid major damage. Claims for material defects become time-barred after three (3) years, unless the relevant object was used for a construction in accordance with its normal use and caused the defectiveness of this construction. The limitation period for claims for material defects starts with the delivery of the subject of the contract (transfer of risk). Insofar as an acceptance has been agreed on, the statute of limitations starts with the acceptance.
- 10.5 If the Contractor has a guarantee for the condition or durability of the goods, the Client can also assert the claims from the guarantee.
- 10.6 The warranty also extends to parts from the Contractor's subcontractors insofar as these are incorporated into the delivered item.
- 10.7 Regardless of whether the Client requests the preparation of test certificates or certificates of compliance from the Contractor, the Client limits its incoming goods control to spot checks. This does not entitle the Contractor to derive rights from section 377 HGB (German Commercial Code).
- 10.8 If the same goods are repeatedly delivered with defects, the Client, after a written warning about the new defective delivery, is entitled to a withdrawal also for the unfulfilled scope of delivery.
- 10.9 In case of legal claims of defects, the Contractor also releases the Client from any potentially existing claims by third parties. The three-year (3) limitation period referred to in item 10.4 also applies accordingly to claims regarding defects of title, where the legal limitation period for claims in rem for the restitution of property remains unaffected. In no case will claims arising from defects of title become time-barred as long as the third party

can still assert the right – particularly due to the limitation period – against the Client. For delivered parts that were serviced or repaired due to claims of defects by the Client within the limitation period, the limitation period begins to start again at the time at which the Contractor has completely fulfilled the Client's claims for a supplementary service.

- 10.10 If the Client incurs costs resulting from the defective delivery of the contractual object, particularly transport, travel, labor, material costs or costs of an incoming inspection that exceed the customary scope, the Contractor must bear these costs.
- 10.11 If the Client takes back products that it manufactured and / or sold as a result of the defectiveness of the contractual object delivered by the Contractor, or if the purchase price paid to the Client was reduced or if a claim was made on the Client in any other way, the Client reserves the right to exercise recourse against the Contractor, where no other deadline needs to be set for the warranty rights of the Client.
- 10.12 The Client is entitled to demand compensation from the Contractor for the expenditures that it had to bear in relation to its customers, because the customers have a claim against the Client for compensation of the expenditures required for the subsequent fulfillment, particularly transport, travel, work and material costs.
- 10.13 Notwithstanding the provision in clause 10.4, the statute of limitations for the cases in clauses 10.11 and 10.12 will start no sooner than two (2) months after the time in which the Client has fulfilled the claims against him by its customers, but no later than five (5) years after the delivery by the Contractor.
- 10.14 If a material defect is discovered within six (6) months after the transfer of risk, it is assumed that the defect was already present at the time of the transfer of risk, unless this assumption cannot be reconciled with the nature of the item or the defect.
- 10.15 In alignment with the claims in the Client's international markets, the warranty of the Contractor is terminated as of the end of twenty-four (24) months after the installation of the delivered item by the end user or the installation of spare parts, but no later than thirty-six (36) months after delivery to the Client. This is only applicable unless otherwise agreed.
- 10.16 The Contractor will bear all of the costs and associated costs incurred through legitimate warranty claims. The associated costs are all gross costs generated in connection with the rectification/replacement, e.g. costs of transport, installation and removal, handling, etc.
- 10.17 If the Client issues planning and consulting orders to suitable special companies and in the case of potentially arising damages that can be attributed to inadequate planning, the Contractor will pay damages to the Client and will not invoke a disclaimer of liability for subsequent damages.
- 10.18 The warranty period is suspended until the successful rectification of the defects, where the rectification attempt – if it is approved by the Client at all – is limited to a single action. If components or parts thereof have to be replaced as part of the warranty claims, the warranty claims and deadlines relating to these parts are renewed to their full extent. When it comes to the parts of components, these relate to the replaced parts.
- 10.19 In case of a longer-term collaboration, the Client generally strives for a quality assurance agreement with the Contractor.
- 10.20 The Contractor is also obligated to rectify the defects if the goods has not been fully paid for yet. The Client's warranty claims precede the still open payment claims of the Contractor.

11. Product liability and recall

- 11.1 The goods to be delivered to the Client is used to produce high-temperature insulation. The Client sells this insulation worldwide. The Contractor must subject its products to a strict outgoing inspection and is fully responsible for the flawless condition and functioning of the delivered items, regardless of any potential incoming inspections by the Client. These do not relieve the Contractor in any way.
- 11.2 If any claims are made against the Client on the basis of product liability, the Contractor is obligated to release the Client from such claims provided and to the extent that the damage was caused by a defect in the contractual object delivered by the Contractor. However, in cases of fault-based liability, this only applies if the Contractor is at fault. If the cause of the damage lies with the Contractor, the Contractor has the burden of proof to that extent.
- 11.3 In case of claims for damages against the Client as the manufacturer of another product whose causes can be found in the delivered part or service by the Contractor, the Contractor cannot exempt itself with reference to the limitation periods as long as the limitation periods of the Client are not in effect.
- 11.4 The Contractor must sufficiently insure itself against such product liability risks and present proof of insurance to the Client. The insurance sum for personal or material damages must cover at least ten-million (10,000,000) € for at least two claims each per calendar year.
- 11.5 If the Contractor is obligated to recall an item due to a fault caused by an object delivered by the Contractor or must perform actions comparable to recalls, the Contractor is obligated to assume these costs. If these costs must be distributed due to multiple responsible entities, the sections 5 and 6 of the Product Liability Act apply accordingly.
- 11.6 In the above cases, the Contractor assumes all costs and expenses, including the costs of a potential legal action or recall. Otherwise the legal provisions apply.

12. Liability

- 12.1 Unless another liability provision has been made elsewhere in these terms and conditions, the Contractor is obligated to be liable for damages incurred by the Client due to a defective delivery, violation of official safety regulations or any other legal reasons.
- 12.2 If claims are made against the Client due to non-negotiable liability to third parties regardless of blame according to foreign law, the Contractor will join the Client to the extent that it would also be directly liable.
- 12.3 The liability of the Contractor for damages is in accordance with the legal provisions. It is carried out in its full scope even in case of slight negligence and for auxiliary agents. The liability is not limited to the foreseeable damage, nor to a maximum damage.

13. Execution of work/subcontractors

- 13.1 The Contractor warrants that it will perform the owed service itself and will only use subcontractors or secondary contractors after prior written consent of the Client. If the Contractor uses a subcontractor, the Contractor still remains the sole contractual partner of the Client. The Contractor further warrants that it itself and all of the contractors it authorizes by permission, as well as any lenders it appoints, will pay the employed workers the applicable minimum wage, particularly according to the German Minimum Wage Law (the applicable legal provisions, hereinafter referred to as "MiLoG"). The Contractor also confirms that its company and the companies it uses are not excluded from the award of public contracts according to the MiLoG.
- 13.2 Furthermore, the Contractor undertakes to comply with all legal provisions and regulations regarding the employment of workers and the social security obligations. In particular, it is obligated to adhere not only to the above-mentioned Minimum Wage Law (MiLoG) but also the Trade Regulation Act (GewO), the Working Hours Act (ArbZG), the Law on Combating Illegal Labor and Clandestine Employment (SchwarzArbG) in regard to its employees and the employees of its subcontractors.
- 13.3 Even in the course of examining the Contractor's offer, the Client is already entitled without specific reason to randomly request the submission of current payroll accounting and proofs regarding the workers employed by the Contractor and its subcontractors in anonymized form (wage and salary sheets / timesheets / insurance certificates). On request, the Contractor can also provide the proof of compliance with the laws mentioned in 13.2 at its own company and its subcontractors to the Client with the prompt submission of an up-to-date confirmation by a suitable objective assessor (such as an auditor).
- 13.4 If a claim is made against the Client by an employee of the Contractor or subcontractor based on an actually existing claim, the Contractor is obligated to pay the Client a contractual penalty in the amount of ten percent (10%) of the agreed-on remuneration for each case of the claim.
- 13.5 There is no obligation to pay the contractual penalty if the Contractor is not at fault, for which it bears the burden of proof. If a claim is made against the Client by an employee of the Contractor or subcontractor based on an actually existing claim, the Client is entitled to cancel orders extraordinarily and thus without prior notice.
- 13.6 The Contractor is obligated to release the Client from any claims made against the Client by third parties in connection with the Contractor's violations of applicable law. This does not apply if the Client or its auxiliary agents have themselves demonstrably violated applicable law in a deliberate or grossly negligent manner.
- 13.7 Persons who perform work on the factory premises in the scope of fulfilling the contract must comply with the provisions of the relevant company regulations.
- 13.8 The Contractor must independently and on its own responsibility organize the execution of work for the Client as well as the preparation of services and products for the Client. For all services, the Contractor must only use employees who have the required technical and personal qualifications. Required proofs of qualification for the employed personnel must be presented immediately upon the Client's request. At the request of the Client, the Contractor will replace individual employees if the Client presents functional reasons for this. Any additional expenditures caused by such an employee replacement will be at the expense of the Contractor. The Contractor is obligated to inform the Client about potential risks or dangers that might result from the Client's provisions for the fulfillment of the contract. This also applies if the Contractor can assume that the Client has its own expertise.

14. Materials and tools

- 14.1 Materials, parts, containers, tools and special packaging provided by the Client remain the property of the Client. They may only be used as intended. The processing of materials and assembly of parts are performed for the Client. The retention of title also extends to the products created through the processing, mixing or combination of the Client's goods to their full value, whereby these processes are performed for the Client so that the Client is considered the manufacturer. If, for the processing, mixing or combination with the goods of third parties, the property rights of third parties remain in effect, the Client acquires co-ownership of the product in proportion to the object value of the goods.
- 14.2 Tools that are provided to the Contractor and those made or ordered from third parties by the Contractor on behalf of the Client which are charged to

the Client remain the property of the Client, or they become the property of the Client with the manufacture or acquisition by the Contractor and must clearly be marked as the property of the Client.

- 14.3 The Contractor is obligated to store tools for the Client free of charge and visibly separated. The Contractor is obligated to insure the tools and use them exclusively for the manufacture of parts intended for the Client. Consent for the manufacture of parts based on orders from other companies that belong to the tmax Group is hereby granted.
- 14.4 The Contractor must regularly examine the provided tools for suitability for the manufacture and delivery of flawless products in accordance with the agreed-on quality. Necessary maintenance, repairs and servicing activities must immediately be reported to the Client. Costs for the maintenance and servicing during the service life / output quantity agreed-on with the Client and guaranteed by the Contractor will be assumed by the Contractor. Additional costs as well as tool changes must be offered accordingly by the Contractor and ordered in writing by the Client. At the end of the contract, the Contractor must immediately provide the supplied tools to the Client upon the Client's request without being entitled to a right of retention. When the tools are handed over, they must be in a flawless technical and visual condition in accordance with the prior usage. In no event may the Contractor scrap the tools without the Client's prior written consent.

15. Documents, confidentiality, data protection, assignment of data

- 15.1 All of the business or technical information made accessible by the Client (including features that might be inferred from provided objects, documents or software and other knowledge or experience), as long as they are not publicly known, are to be kept secret from third parties, also in the sense of section 17 of the German Act Against Unfair Competition (UWG), and may be made available at the Contractor's business only to those persons who must necessarily be consulted for their use for the purpose of the delivery to the Client and who are also obliged to secrecy; they remain the exclusive property of the Client. Such information may not be reproduced or used commercially without the prior written consent of the Client, except for deliveries to the Client. At the Client's request, all of the information originating from the Client (including copies and records made, if applicable) and items given on loan must be returned to the Client immediately and fully or destroyed. The Client retains all rights to such information (including copyrights and the right to register commercial property rights, such as patents, utility models, etc.). Insofar as these were made available to the Client by third parties, this legal reservation also applies in favor of these third parties. The disclosure of confidential information does not give the Contractor any rights to commercial property rights, know-how or copyrights and does not constitute a pre-publication or right of prior use in the sense of the applicable patent, design and utility model laws. Every type of license requires a written agreement.
- 15.2 Products that are made according to documents created by the Client, such as drawings, models and the like, or according to confidential information by the Client or with the Client's tools or built tools, may not be used by the Contractor itself, nor be offered or delivered to third parties.
- 15.3 Drawings, templates, models, dies, tools and the like are also the intellectual property of the Client. They may only be forwarded to third parties with express written consent for the purpose of fulfilling the contract. The Contractor must store the objects made available with the care of a prudent merchant, label them as the property of the Client and, as such, store them separately as well as secure them against loss and keep them operational. In case of a reduction of value or loss, the Client must be compensated. At the time of their return to the Client, the above-mentioned means of production must be in the same condition as when they were provided by the Client. They may only be used for the contractually agreed-on purposes and made available to third parties only for this purpose. Subcontractors must be placed under a corresponding obligation.
- 15.4 The Client is entitled to collect, process, use and store the data obtained about the Contractor in connection with the contractual and delivery conditions in the sense of the EU's General Data Protection Regulation (GDPR) as well as the Federal Data Protection Act (BDSG), insofar as this seems functional in the scope of the initiation and execution of the contractual and delivery conditions or is required to comply with its own obligations. More details can be found in the Client's privacy policy at the website (<https://www.tmaxgroup.com/en/data-protection-information>).
- 15.5 With reference to the contact existing between the Client and the Contractor, the Contractor declares that it is familiar with the provisions of the EU's General Data Protection Regulation (GDPR) and all national data protection laws and that it is aware of the special requirements for data protection and data security in the scope of the business relationship resulting from this, and warrants that it, its personnel and involved third parties will comply with these.
- 15.6 If the Contractor receives access to personal data while providing the contractual services, it will comply with the applicable data protection regulations and information obligations in the sense of Art. 13 GDPR, collect, process and/or use particularly personal data exclusively for the purpose of providing the contractual services (purpose), commit its employees to data secrecy, inform them about the data protection regulations to be adhered to and provide evidence of this.
- 15.7 If the Contractor or the personnel it employs for the fulfillment of the contract want to use the Client's e-mail system, the Internet/Intranet or IT systems, the Contractor or the respective personnel will obtain express

permission in advance and, before this use, will inform about the Client's internal regulations on handling these systems and media and comply with them. The Client reserves the right to access all provided systems, data and information without prior notice. The Contractor in turn is obligated to regularly inform its personnel about compliance with the above-mentioned internal regulations of the Client and ensure compliance with them.

- 15.8 The Contractor is responsible for protecting received data and information in paper and digital form by means of all required organizational and technical provisions in line with Art. 32 GDPR in order to safeguard them from unauthorized processing and use, particularly the disclosure, alteration, access and deletion. The Contractor will not publish any information about the Client's data and information that become known through the fulfillment of the contract in social networks or elsewhere, particularly on the Internet, unless it has the Client's express written permission for this or the order relates exactly to these activities.
- 15.9 The inclusion of third parties as well as the transmission of data to third parties whom the Contractor uses for the fulfillment of the contract and who need these data for this fulfillment are only allowed insofar as the Contractor has effectively imposed the same obligations on these third parties that apply to the Contractor from this declaration of commitment. The Contractor is responsible for the instruction, obligation and training of the personnel employed by the Contractor. The Contractor only employs personnel who are familiar with the requirements of the EU's General Data Protection Regulation (GDPR) and all national and other relevant data protection regulations, the observance of trade and business secrets in the sense of section 17 Act Against Unfair Competition (UWG) and the obligations from this declaration of commitment.
- 15.10 If the commissioning of the Contractor by the Client requires an order processing in the sense of Art. 28 GDPR, an additional contract for the order processing must be concluded. This can be provided either by the Contractor or by the Client. It can be done upon consultation.
- 15.11 All obligations from this agreement continue after the business relationship is concluded.
- 15.12 The Contractor is aware that in case of a breach of these obligations, depending on the case, it is punishable by law or liable for damages, commits an administrative offence and violates contractual obligations and may have to bear civil law-related consequences.
- 15.13 The Contractor acknowledges that all data arising with the Client, the Contractor, the end customer or any other third party from or in connection with the use of the contractual object must be assigned to the Client, unless they are attributed to the end customer or another third party under applicable law. The Contractor will not assert ownership or other rights to these data and, in particular, not use these data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The Contractor's right to use data for the fulfillment of this contract, insofar as this is necessary, remains unaffected.
- 15.14 The Client and third parties assigned by the Client for an audit will ensure that the audit is performed in compliance with the applicable data protection and other legal provisions in such a way that the Contractor's business operations are interfered with as little as possible and that there is no violation of confidentiality agreements between the Contractor and third parties.

16. Quality and documentation

- 16.1 On a worldwide level, particularly within Europe (geographically), Serbia, Romania, Brazil, USA (including California), Canada, Australia, New Zealand, Japan, India, Saudi Arabia and the Arab Gulf States, South Africa, China, Hong Kong, South Korea, Taiwan, Brazil and Russia, the delivery items must comply with all applicable regulatory requirements, applicable safety requirements, test regulations, environmental laws and regulations (including emissions and certification regulations and legal disclosure requirements) as well as labeling requirements. The required country-specific approvals (e.g.: CCC certification) must be performed in such a timely manner that the results are available for the sampling or at the agreed-on date.
- 16.2 During the entire business relationship, the Contractor will develop and maintain a quality management system that corresponds to the requirements of the standards DIN EN ISO 9000 ff. (in the automotive area IATF 16949, but at least DIN EN ISO 9001), monitor this at regular intervals through internal audits and, in case of deviations, immediately initiate the required measures to ensure the flawless quality of all deliveries to the Client. The Client has the right to check the Contractor's quality assurance after prior notification. Upon request, the Contractor will grant the Client insight into certification and audit reports as well as completed test procedures, including all test records and documents relating to the delivery.
- 16.3 The Contractor is requested to strive for compliance with the standards ISO 14001 (environmental management) and ISO 45001 (occupational health and safety management system).
- 16.4 In each case, the Contractor will apply the most environmentally compatible and economic process according to state-of-the-art science and technology for the production, recyclability and usability of the delivery items. The Contractor expressly warrants compliance with the ISO and DIN standards, state-of-the-art technology, accident-prevention regulations of the professional trade associations and other provisions of the trade associations, as well as national and internal legal provisions applicable on the delivery date. This also includes the Contractor's duty to

inform the Client about existing embargo regulations or possible military use (= dual use). Changes to the services require a prior effective approval by the Client.

- 16.5 The Contractor agrees to comply with the conflict minerals ("Dodd-Frank Act") provisions of Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act"). If conflict minerals are required in the course of manufacture or for the function of the products delivered by the contractor, their origin must be disclosed. Upon request, the contractor must make the documentation required by the Dodd-Frank Act on the use and origin of conflict minerals available to the client and the company affiliated with the client in full and without delay.
- 16.6 The Contractor is obligated to keep a proof of origin of the goods, i.e. the Contractor must forward the required declarations in terms of commercial and preferential law regarding the origin of the goods to the Client in time, as well as show a change of origin immediately and without being asked. If necessary, the Contractor must provide verification of its information regarding the origin of the goods by means of an information sheet confirmed by its customs office. If the Contractor culpably fails to adhere to this obligation, it must release the Client from any potential resulting obligations for damage compensation and compensate the Client for any damage.
- 16.7 Additionally, the Contractor must prepare special records for the technical documents to show when, how and by whom the delivery items were checked with regard to their characteristics requiring documentation and what the results of the required quality tests were.
- 16.8 The test documents have to be stored for fifteen (15) years and presented to the Client upon request. The Contractor must commit subcontractors to the same extent within the legal possibilities.
- 16.9 Insofar as authorities demand insight into the production process and test documents of the Client to check specific requirements, the Contractor declares its readiness, upon the Client's request, to provide them with the same rights at its business and give them every reasonable support.
- 16.10 For the delivery of dangerous goods, the corresponding datasheets in accordance with section 14 of the Hazardous Materials Ordinance must be submitted at the same time as the delivery for each initial delivery and in case of changes in the safety data sheet. Insofar as this is technically possible, this must be done digitally. The corresponding transmission is made to the safety expert at the Client at material.declaration@de.tmaxgroup.com.
- 16.11 For the delivery of machines and systems that fall under the EU Machine Directive 2006/42/EG or the national laws and regulations issued on this basis, the Contractor has to provide a risk analysis or risk assessment according to DIN EN ISO 12100:2011 in accordance with the EU Machine Directive 2006/42/EG free of charge.
- 16.12 Changes in manufacturing processes, changes in materials or parts for suppliers of products and / or services, relocations of production sites, as well as changes in procedures or facilities for testing parts or other quality assurance measures the Contractor must inform the Client in good time by written notice. The Client is entitled to check to the extent necessary whether the changes could have a negative effect on the product. Upon request, the Contractor must provide the necessary documents and enable audits to the required extent.
- 16.13 The Client reserves the right to measure the performance of the Contractor at regular intervals, to evaluate it and, if necessary, to transmit it to the Contractor.

17. Property rights and compliance with regulations

- 17.1 Advertising by the Contractor or in collaboration with third parties may only refer to business relations with the Client if the Client has consented to this in writing. This also applies to information, articles, photos, illustrations or any other material in connection with a business initiation, inquiry or order. Inquiries must be directed to the Client with headquarters in Mannheim. The consent must be obtained for each individual use.
- 17.2 The Contractor warrants that its delivery and use thereof does not violate any industrial property rights or other rights of third parties, nor violate legal or official regulations, regardless of the nature.
- 17.3 For the contractually-agreed use of the delivery items, the Contractor is liable for claims resulting from the violation of property rights and property right applications (property rights), if at least one of the family of property rights is published either in the Contractor's home country, by the European Patent Office or in one of the countries of the Federal Republic of Germany, France, United Kingdom, Austria or USA.
- 17.4 It releases the Client and its customers from all claims arising from the use of such property rights.
- 17.5 This does not apply if the Contractor has made the delivery items based on the Client's drawings, models, or equivalent other descriptions or specifications by the Client and does not know, or does not have to know in connection with the products it develops, that this violates property rights.
- 17.6 The contractual partners undertake to inform each other immediately about risks of injury and alleged cases of injury they become aware of and give themselves the opportunity to counteract such claims by mutual agreement.
- 17.7 Upon request of the Client, the Contractor will report the use of published and unpublished own and licensed property rights and property right applications for the delivery item.

- 17.8 The Contractor is obligated to release the Client from any claim by third parties based on property right violations due to the use or resale of the delivered goods or the use of the service. The Contractor is aware that the Client exports the delivered goods worldwide. In case of a violation of rights of third parties, the Client is entitled to cancel all orders affected by this, return goods not sold yet and demand compensatory damages.
- 17.9 The Contractor undertakes to make all relevant IMD system data, REACH, GHS and other data relevant to export law available free of charge upon the Client's request.
- 17.10 The Contractor shall be obliged to inform the Client of any approval requirements of his goods as soon as possible before the delivery date in accordance with applicable German, European (EU), US export, customs and foreign trade law as well as export, customs and foreign trade law of the country of origin of his goods in writing. The contractor must provide the following information and data:
 - the export list number in accordance with Annex AL to the German Foreign Trade and Excise Ordinance or comparable list items of relevant export lists
 - the "Export Control Classification Number (ECCN)" according to "U.S. Commerce Control List "(CCL), if the goods are subject to the "U.S. Export Administration Regulations" (EAR);
 - the statistical commodity code (HS / CN code);
 - the country of origin (commercial / non-preferential origin), key for origin mark: D = third country / E = EU / F = EFTA;
 - long-term supplier declarations of preferential origin (from EU suppliers) or certificates of preferences (non-EU suppliers);
 - All other information and data required by the Client for export and import as well as in the case of redistribution in case of re-export of the goods.
- 17.11 The Contractor is obliged to inform the Client immediately in writing about any changes to the above information and data.
- 17.12 The Contractor acknowledges that as the manufacturer of goods and articles, the Client is a so-called downstream user in the sense of the European Chemicals Regulation no. 1907/2006 ("REACH") and warrants that it will comply with all REACH regulations, especially those necessary to process, sell or distribute goods within the EU, in particular: (a) to preregister, register or permit chemical substances or preparations to the legally required extent, (b) to implement internal organizational measures that document the compliance with REACH, (c) to ensure that any use of chemical substances or preparations in goods (including packaging materials) which the Client or its customers have stated or reported to the Contractor is covered by the relevant pre-registration or approval, (d) to immediately inform the Client about whether a substance or preparation that was pre-registered should not be or cannot be definitely registered within the corresponding transition period and (e) to refrain from selling or delivering any goods of any kind that contain prohibited Substances of Very High Concern (SVHC) (a) to (e) together "REACH conformity"). The Contractor acknowledges that, in the sense of applicable law, violations of REACH conformity fundamentally result in a defect of the substance, preparation or other goods or articles and it will release the Client from all claims, obligations, expenditures and damages (together "claims") which were caused by the Contractor due to a violation of the above-mentioned REACH conformity and will support the Client in the legal defense against such claims at its own expense.
- 17.13 In addition to the cited standards and generally applicable legal provisions, standards and regulations, the tmax order documents are particularly applicable, e.g. order drawings including the regulations specified therein such as DIN standards, tmax standards, technical delivery requirements, datasheets, etc., as well as agreed-on test instructions and test materials, additional ordering information, e.g. packaging requirements, special legal provisions, special provisions regarding environmental protection and recycling (e.g. Directive 2000/53/EG for end-of-life vehicles) and other agreements related to the quality.
- 17.14 Insofar as determined by the Client, certain products, materials or services must be obtained from specified sources. The Contractor must also meet all requirements of section 8.4 in the standard DIN EN ISO 9001:2015 (except IATF section 8.4.1.2) – or in the current version – also when controlling the supply sources specified by the Contractor. Exemptions must be defined in special agreements or contracts.
- 17.15 Applicable legal and official requirements as well as product- and process-related characteristics must be passed along the supply chain up to the place of manufacture.
- 17.16 The Contractor must document the process which ensures that all externally provided processes, products and services meet the applicable legal and official requirements of the exporting country, importing country and the country of destination named by the Client, to the degree that these are reported to the Contractor.
- 17.17 If the Client defines special monitoring measures for certain products that are subject to legal and official requirements, the Contractor must ensure that the monitoring is performed as required and maintained continuously.

18. Compliance

- 18.1 In the scope of its business relationship with the Client, the Contractor undertakes not to offer, grant or demand or accept benefits that violate existing anti-corruption regulations neither in the business dealings nor in interactions with officials.

- 18.2 In the scope of its business relationship with the Client, the Contractor undertakes not to enter into any agreements or coordinated practices with other companies which have a prevention, limitation or falsification of the competition in accordance with the applicable antitrust laws as their object or effect.
- 18.3 The Contractor will comply with the relevant legal regulations on dealing with employees, environmental protection and occupational safety and work on minimizing adverse effects on people and the environment in its activities. The supplier will also adhere to the principles of the Global Compact Initiative of the UN (www.unglobalcompact.org) and the provisions of the International Labor Standards of the ILO (www.ilo.org). These essentially concern the protection of international human rights, workers' rights, the right to collective bargaining, prevention of corruption, elimination of forced and child labor, elimination of discrimination in hiring and employment as well as the responsibility for the environment and prevention of work accidents.
- 18.4 If there is a suspected violation of the obligations under sections 18.1 to 18.4, the Contractor must immediately clarify the potential violations and inform the Client about the completed information measures. If the suspicion proves to be substantiated, the Contractor must inform the Client within a reasonable time about which internal company measures it has taken to prevent future violations. If the Contractor does not comply with these obligations within a reasonable time, the Client reserves the right to withdraw from contracts with the Contractor or cancel them with immediate effect.
- 18.5 Insofar as the Client or authorities demand insight into the production process or provision of services and the documents and processes of the Contractor relating to the order for purposes of inspecting the relevant requirements, the Contractor undertakes to permit such an inspection or audit in its area and give all reasonable support.

ordinary legal proceedings, according to the German Rules of Arbitration of the German Institution for Arbitration e.V. (DIS). Upon request by the Contractor, the Client will exercise this right to choose before the start of the process. The Institution for Arbitration has its head office in Frankfurt a. M., Germany. The arbitration is conducted in the German language, unless the Contractor requests English as the language of the proceedings.

19. General Terms and Conditions

- 19.1 The Contractor undertakes to fully release the Client from all possible claims and rights of subcontractors.
- 19.2 If an already firmly ordered series material can no longer be used by the Client due to unusual market developments or qualitatively or technically conditioned changes, the Client's acceptance obligation is reduced to only material that has already been specifically produced or acquired for the Client. If the Contractor insists on acceptance, the Contractor must provide the corresponding proof that it cannot use this material elsewhere. The Contractor must also prove the actually incurred costs.
- 19.3 All claims and rights of the Contractor against the Client become time-barred at the latest one year after the delivery, partial delivery or service, unless these are legally asserted before these time limits expire.
- 19.4 If a contractual partner ceases payment or if insolvency proceedings are enacted against its assets or an extrajudicial insolvency proceeding is applied for, the other partner is entitled to withdraw from the contract for the unfulfilled part. This applies correspondingly if the economic situation of a contractual partner becomes worse in a way that seriously jeopardizes the fulfillment of the contract.
- 19.5 In case of imminent insolvency, at the latest with the application for opening insolvency proceedings, the Contractor is obliged to inform the Client immediately. The information must be sent to the responsible buyer as well as to purchasing@de.tmaxgroup.com and accounting@de.tmaxgroup.com.
- 19.6 If a provision of these conditions and of the additional agreements be or become ineffective, this does not affect the validity of the other provisions. The contractual partners are obligated to negotiate a provision replacing the ineffective one in good faith.
- 19.7 If the Contractor culpably fails to adhere to the obligations of these conditions, it must release the Client from any potential resulting obligations for damage compensation and compensate the Client for any damage.
- 19.8 These purchasing conditions were created in German and English. In case of contradictions between the German and English version, the German version takes precedence.

20. Applicable law, place of fulfillment and place of jurisdiction

- 20.1 The laws of the Federal Republic of Germany apply exclusively, excluding its private international law, the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other bilateral and multilateral agreements intended for the standardization of international sales.
- 20.2 The place of fulfillment for the Contractor's services is always the place of receipt named in the Client's notice of award, regardless of whether the delivery arranged with the Contractor is with free shipment or ex works.
- 20.3 The exclusive place of jurisdiction for all claims arising from the business relationship between the Client and Contractor, particularly from contracts or their validity, is Mannheim. This place of jurisdiction also applies to disputes about the origin and validity of the contractual relationship. However, the Client reserves the right to assert claims at the court associated with the head office of the Contractor.
- 20.4 If the Contractor's head office is outside of the Federal Republic of Germany, the Client, at its discretion, is also entitled to definitely settle all disputes arising from or in connection with the business relationship with the Contractor, including about the validity of contracts, to the exclusion of