

General terms and conditions of purchase of MEBA Metal – Bandsawing machines GmbH (as of January 2021)

1. Validity

- 1.1. These General Terms and Conditions of Purchase (GTCP) shall apply exclusively to all contracts, deliveries and other services, unless expressly agreed otherwise in writing.
- 1.2. Any other terms and conditions of the Supplier shall not become part of the contract, even if they do not contradict these GPC but only supplement them.
- 1.3. These GPC shall also apply to all future transactions with the Supplier. In particular, the Supplier undertakes to comply without restriction with the Minimum Wage Act in conjunction with the provisions of the Posted Workers Act, the Temporary Employment Act and the statutory ordinances issued on the basis thereof, as well as a collective agreement declared generally binding on the basis of § 5 of the Collective Agreement Act within the meaning of § 4 paragraph 1 number 1 and §§ 5 and 6 paragraph 2 of the Posted Workers Act.

2. Order placement and order acceptance

- 2.1. Orders as well as changes and additions to them are only valid if they are made by us in writing.
- 2.2. The supplier must confirm the order, change or addition without delay. If we do not receive proper confirmation within ten days - calculated from the date of dispatch of the order, amendment or supplement - we shall be entitled to cancel the order without the supplier being able to derive any claims from this.

3. Scope and content of the obligation to perform

- 3.1. The scope and content of the Supplier's obligation to perform shall be determined by the specifications and service descriptions agreed upon conclusion of the contract or, in the absence thereof, by the information in the Supplier's offers and brochures.
- 3.2. All deliveries must comply with the current DIN standards and/or VDE standards as well as other standards customary in the industry and must fulfill the conditions of origin of the preferential agreements of the EU, unless expressly agreed otherwise in writing.
- 3.3. If machines, apparatus, vehicles or similar are supplied, the design must comply with the applicable accident prevention regulations, TUV and other technical regulations, as well as the EMC compatibility regulations. The protective devices required in accordance with the aforementioned regulations must also be supplied.
- 3.4. The delivery items shall be packed in the customary manner and, at our request, provided with special packaging in accordance with our instructions. The supplier shall be liable for damage resulting from defective packaging. The current national and international regulations must be observed for packaging, labeling and declaration.

4. Delivery time, acceptance, transfer of risk

- 4.1. Agreed delivery dates are binding. Compliance with the delivery date shall be determined by receipt of the delivery at our works or at the contractually agreed place of performance.
- 4.2. The delivery period shall be extended appropriately in the event of force majeure, labor disputes, civil unrest and other unforeseeable, unavoidable and serious events for the duration of the disruption and to the extent of its effect. If such hindrances occur, the supplier shall be obliged to notify us immediately in writing, stating the reasons and the expected duration of the delay, if it becomes apparent that the delivery time cannot be met. If the delivery can no longer be utilized by us due to a delay caused by the aforementioned events, we shall be entitled to withdraw from the contract.
- 4.3. In the event of a delay in delivery, we shall be entitled to demand a contractual penalty of 1% of the total order value of the delivery for each week or part thereof, up to a maximum of 5%. The reservation of the assertion of the contractual penalty can be declared within a period of 10 working days after acceptance of the delayed performance. In addition, we are entitled to the statutory claims. In particular, we are entitled to withdraw from the contract after the fruitless expiry of a reasonable grace period or to claim damages instead of performance, whereby the contractual penalty shall be offset against the claim for damages.
- 4.4. The risk shall pass to us when the delivery has been properly handed over at our works.
- 4.5. A single copy of the delivery bill must be enclosed, on which the order data specified in the order letter (order number, article number and commission number) must be stated in full.

5. Prices and payment, invoicing

- 5.1. The prices include delivery free our works, including packaging, freight, transportation, customs duties and insurance.
- 5.2. Payment shall be made by bank transfer after receipt of the goods in accordance with the contract and receipt of the proper and verifiable invoice within 14 days with a 3% discount or after 60 days net, unless expressly agreed otherwise in writing. Agreed payment periods shall not commence before the agreed delivery date.
- 5.3. The invoice must be sent weekly in the form of a collective invoice by email to rechnungen@meba-saw.de. The order data specified in the order letter (order number, article number and commission number) must be stated in full.
- 5.4. In the event of defective performance, we shall be entitled to withhold payment in proportion to the value until proper subsequent performance.

6. Guarantee, warranty, third-party property rights

- 6.1. The supplier guarantees that all services comply with the latest state of the art, the relevant national and international legal provisions and the regulations and guidelines of authorities, trade associations and professional organizations.
- 6.2. We shall give written notice of any recognizable defects in the delivery as soon as they are discovered in the ordinary course of business, but at the latest within ten working

days of receipt of the delivery. The supplier waives the objection of delayed notification of defects.

- 6.3. The Supplier's warranty obligation shall be governed by the statutory provisions. The limitation period for claims for defects is three years, calculated from the time of delivery.
- 6.4. If the supplier fails to meet its obligation to make a subsequent delivery or rectify the defect within a reasonable period of time, we shall be entitled to carry out the necessary measures ourselves or have them carried out by third parties at the supplier's expense and risk. There is no need to set a deadline if the measure is particularly urgent and if it is foreseeable that it cannot be carried out by the supplier in time. In this case, the supplier must be informed immediately of the intended alternative performance of the supplementary performance. Further warranty obligations of the supplier remain unaffected by this.
- 6.5. The supplier warrants that all deliveries are free of third-party property rights and, in particular, that the delivery and use of the delivery items do not infringe patents, licenses or other third-party property rights. The supplier shall indemnify us and our customers against claims by third parties arising from any infringements of industrial property rights. He is obliged to bear all costs incurred by us in this connection.

7. Product liability

- 7.1. Insofar as the supplier is responsible for product damage, he shall indemnify us against third-party claims for damages upon first request to the extent that the cause lies within his sphere of control and organization and he himself is liable in relation to third parties.
- 7.2. In this context, the supplier is also obliged to reimburse expenses arising from or in connection with a recall campaign carried out by us.
- 7.3. The supplier is obliged to take out product liability insurance with a sum insured of 5 million euros per personal injury/property damage and to provide us with proof of insurance cover on request. If we are entitled to further claims for damages, these shall remain unaffected.

8. Samples, drawings, production equipment, material orders

- 8.1. Documents of any kind, such as samples, drawings, models or means of production, which we make available to the supplier shall remain our property. They shall be returned to us free of charge without request as soon as they are no longer required for the execution of the order. The same applies to documents or means of production which the supplier has produced or developed according to our specifications or with our cooperation.
- 8.2. The above-mentioned documents etc. may not be made accessible to third parties.
- 8.3. Materials provided shall remain our property. They must be stored separately, marked as our property and adequately insured against fire, water and theft at the supplier's expense. If the materials provided are processed or combined with other items not belonging to us, we shall acquire co-ownership of the item in the ratio of the value of our materials to the other items at the time of processing.
- 8.4. Tools and equipment provided or paid for by MEBA remain our property and must be marked as such with a MEBA type plate. The supplier is obliged to use the tools

exclusively for the manufacture of the goods ordered by us and to return the tools immediately upon our request.

9. Place of performance, place of jurisdiction, applicable law

- 9.1. The place of performance is the registered office of our company.
- 9.2. The exclusive international and local place of jurisdiction is Ulm/Germany
- 9.3. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

10. Miscellaneous

- 10.1. In accordance with §§ 26 and 34 of the Federal Data Protection Act (BDSG-new), we hereby disclose that we use an electronic data processing system. For this purpose, we have stored personal data, which is, however, limited to the data necessary for business purposes, with us or with third parties.
- 10.2. The supplier undertakes to treat all information from the cooperation within the scope of this contract as strictly confidential and to use it exclusively for the purposes of this contract. The protected information includes in particular technical data, purchase quantities, prices, as well as information about products and product developments, about current and future research and development projects and about all company data. The supplier may only refer to the existing business relationship with our written consent.
- 10.3. The supplier requires our prior consent for the assignment of claims and for the transfer of the collection of claims against us to third parties, which we will not refuse without good cause.
- 10.4. Offsetting or the exercise of a right of retention by the supplier is only permissible with undisputed or legally established claims.
- 10.5. Should individual parts of these GPC be legally invalid, this shall not affect the validity of the remaining provisions.
- 10.6. These AEB only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code)