

Purchase Terms and Conditions TUBEX GmbH

Tubex GmbH, Fabrikstraße 1, D-72414 Rangendingen
(valid as of April 2022)

Applicable in business relationships with a corporate entity, with legal entities under public law and with public law special forms. Non-applicable in legal relationships with consumers under the consumer protection act (following § 13BGB):

1. In General

These purchase terms and conditions apply to all our (Tubex GmbH, Fabrikstraße 1, D-72414 Rangendingen) orders, as well as to all expressions of will, submitted by us in relation to purchase or procurement of goods, services or internal services, such as purchase of raw materials, semifinished products, accessories, sourced components, or in relation to provision of services to a plant or other services (hereinafter referred to as: "subject of the contract") to suppliers or other persons, as well as to potential contractors (hereinafter referred to as: "supplier"). These purchase terms and conditions have exclusive validity; any contradictory General Trade Conditions of the supplier, or conditions different from our purchase terms and conditions, shall be accepted only as consented to in writing. Acceptance of receipt of goods or services of the supplier, or of subject of the contract or payment shall not be interpreted as consent to trade conditions of the supplier with their subsequent validity.

2. Exclusions and Amendments to the Contract

- 2.1 Orders, conclusions and release commands, as well as changes and amendments are subject to written form.
- 2.2 Any oral agreements – including additional changes and amendments to our purchase terms and conditions – are subject to written confirmation, otherwise they shall not be valid.
- 2.3 The condition of a written form is satisfied also in the case of remote data transfer (via e-mail) or via fax.
- 2.4 Cost budgets are binding and free of charge, unless explicitly agreed otherwise.
- 2.5 If our order does not specifically state a binding deadline, it shall be binding one week after its date. The relevant indicator of a timely receipt on the part of the supplier shall be delivery of the receipt declaration at our location.
- 2.6 Release commands in planning of orders and releases shall be binding, unless the supplier expresses disagreement within two working days.

3. Delivery

- 3.1 Deviations from our contracts and orders are allowed only after our previous written consent.
- 3.2 The agreed times and deadlines are binding. The relevant indicator for compliance with delivery times or deadlines is receipt of the subject of the contract at our location. If „franko plant“ (DAP or DDP according to Incoterms 2010) delivery was not agreed, the supplier has to deliver the subject of the contract on time in view of the time for reloading and dispatch agreed on with the carrier.
- 3.3 If the supplier accepts an installation or an assembly and it has not been otherwise agreed, the supplier shall bear, with reservation regarding different regulations, all the necessary ancillary costs, such as travel costs, costs related to preparation of equipment as well as starting-up.
- 3.4 If the agreed deadlines are not observed, statutory regulations shall apply. If the supplier expects challenges in relation to production, procurement of material, observance of delivery deadlines or similar, which could hinder timely delivery or delivery in the agreed quality, it is obliged to immediately inform our department in charge of orders.
- 3.5 Acceptance of a delayed delivery or service without reservation shall not mean waiver of the entitlement to compensation arising due to delayed delivery or service; this shall apply until the full payment of our outstanding remuneration for the respective delivery or service.
- 3.6 As a general rule, partial deliveries are not allowed, unless we explicitly agree to them or they are requested.

- 3.7 Relevant values of quantities, weight and dimensions, with reservation to other evidence, shall be the values identified during inspection of the goods upon receipt.
- 3.8 We are entitled to the use of the software included in the scope of delivery including documentation, in the extent specified by the law (Section 69a et seq. of the copyright act).
- 3.9 We are entitled to the use of such software including documentation with the agreed characteristics and in the extent that is necessary for use of the product in accordance with the contract. We are allowed to create a backup copy without a specific agreement.

4. Force Majeure

- 4.1 Force majeure, operational breakdowns outside of our fault, disturbances, official measures and other unforeseeable events release us in the time of their duration from the obligation of timely acceptance of receipt. During such events as well as within two weeks after their termination we are – without prejudice to other rights – entitled to withdraw from the contract in full or partial extent, provided that such events are not insignificant and that our demand decreases significantly due to the need for another way of procurement.
- 4.1 Provisions under 4.1 apply also in the case of competition for work.

5. Dispatch notification and Invoices

Information in our orders and release commands shall apply. An invoice will be issued containing the purchase order number and other items, by E-Mail to rechnungen@tubex.de as well as the address in printed form; it must not be attached to the consignments.

6. Pricing and transfer of Risks

If it was specifically agreed, the prices shall be understood as prices with delivery from the indicated location (DAP according to Incoterms 2010) including the packaging. Value added tax is not included in the price. The supplier bears the respective risk until the moment of acceptance of receipt of the subject of the contract by us or by a person authorised by us at the location to which the subject of the contract is supposed to be delivered according to the contract.

7. Payment Conditions

Unless specifically agreed, the invoices shall be paid either within 20 (twenty) days with a 3% (three percent) deduction or within 120 (hundredth twenty) days with no deduction from maturity date of the receivable and receipt of the invoice as well as the subject of the contract or provision of the service. Payment shall be made after checking of the invoice.

8. Entitlement to Claims and the Sanction

- 8.1 The supplier guarantees that the subject of the contract is of the agreed quality and that it corresponds to the intended use, if applicable, the supplier undertakes the obligation to perform a final inspection of the subject of the contract in relation to materials, labelling and design in accordance with the standards and to deliver it only after such inspections.
- 8.2 Consignment shall be accepted with reservation to inspection of perfect conformity, particularly with regard to correctness and completeness, if and when possible in accordance with proper course of trade. Deficiencies are claimed immediately after their identification. In this context, the supplier waives objections regarding delayed claims.
- 8.3 Legal provisions regarding material and legal deficiencies shall apply, unless otherwise established below.
- 8.4 We have the primary right to choose the way of supplementary performance. Supplier may reject our chosen way of supplementary performance, if it is only possible to provide it with inadequately high costs.

- 8.5 If the supplier fails to begin to remove the deficiencies immediately after our invitation, then, where necessary, we shall be entitled, in particular in order to avert any acute risks or to prevent greater damage, to remove the deficiencies at the costs of the supplier or to have them removed using a third party.
- 8.6 In the case of legal deficiencies, the supplier releases us from any claims of third parties that may arise, unless the supplier is not liable for the respective legal deficiency.
- 8.7 Claims arising due to deficiencies shall be time-barred – except for cases of bad faith – after 3 (three) years, unless the subject is used for a correspondingly normal purpose for a construction work and causes its deficiencies. The limitation period begins at the moment of dispatch of the subject of the contract (transfer of risk). A claim is made on time, if it is delivered within 14 working days from receipt of the goods at the location of the supplier or, in the case of hidden deficiencies, from the moment of their identification. Supplier waives objections due to delayed claims (Sections 377, 381 paragraph 2 of the Commercial Code) in the event of non-obvious deficiencies.
- 8.8 If the supplier fails to fulfil its obligation of supplementary performance in the form of a replacement delivery, then the limitation period for the replacement subject of the contract/goods supplied as a replacement, shall start running again after the dispatch, unless the supplier with regard to the supplementary performance explicitly points out the reservation that it will provide the replacement delivery only as extraordinary performance in order to prevent disputes or in the interests of continued supplier relationship.
- 8.9 If costs arise for us due to faulty delivery of the subject of the contract, particularly costs related to transport, travel, labour, assembly, disassembly or costs related to material or to entry inspection, that exceed the standard range, such costs shall be borne by the supplier.

9. Protective Rights

The supplier guarantees that the subject of the contract and its appreciation or use on our part is not in violation of any patents or other protective rights of any third parties. It shall release us and our recipients from all claims arising from the use of such protective rights. This shall not apply if the supplier manufactured the subject of the contract in accordance with our submitted drawings, models or similar other descriptions or requirements, and it has no knowledge or means of knowledge of violating protection rights in relation to the manufactured products.

10. Liability for the Product

- 10.1 In case a claim arises under product liability, the supplier is obliged to release us from such claims, if and when the flaw was caused due to a flaw of the subject of the contract supplied by the supplier. In cases of liability based on the fault, this shall only apply in the event that the fault is on the side of the supplier. If the cause of damage falls within the area of liability of the supplier, the supplier must prove that it did not cause the damage.
- 10.2 In situations under point 10.1, the supplier assumes all costs and expenditures including the costs of possible legal penalties.
- 10.3 Further, legal provisions shall apply.
- 10.4 Prior to a retroactive revocation which is fully or partially a result of a deficiency of the subject of the contract delivered by the supplier, we shall inform the supplier, we shall offer the supplier an opportunity to cooperate and we shall agree on effective implementation, unless informing of the supplier or participation of the supplier are not possible due to the need for quick action. If the revocation is a result of a deficiency of the subject of the contract delivered by the supplier, the supplier shall bear the costs of the revocation.

11. Right of Withdrawal and Termination

- 11.1 Beyond the scope of the statutory rights to contract withdrawal, we are entitled to withdraw from the contract or to terminate the contract with immediate effect, if the supplier has stopped deliveries to its customers, if the economic situation of the supplier has worsened considerably or such worsening is impending which puts at risk performance of binding deliveries in relation to us, if the supplier becomes insolvent or involved in debt or if it suspends its payments.

- 11.2 We are also entitled to withdraw from the contract or to terminate the contract in the event the supplier applies to open insolvency proceedings or comparable proceedings in relation to its property and payment of debts.
- 11.3 If the supplier provided partial performance, we shall be entitled to withdraw from the contract in full extent only in the event we are not interested in partial performance.
- 11.4 If on the basis of the above specified withdrawal from the contract or termination of the contract we withdraw from, or terminate, the contract, the supplier shall be obliged to compensation of the losses incurred, unless it is not responsible for arising of the entitlement to withdraw from, or terminate, the contract.
- 11.5 Contracts without specified duration and contracts of duration over 1 year may be terminated with a 3-month notice period.
- 11.6 If in the case of long-term contracts (contracts with validity over 24 months and without specified period of validity) there is a significant change of wage costs, material costs or energy costs, then each of the contracting parties shall be entitled to request an appropriate modification of the price in view of those factors.
- 11.7 Legal rights and entitlements are not in any way limited by the provisions under point 11.

12. Execution of Work

Persons performing work at the premises of our plant for the purpose of the contract performance are obliged to observe the provisions of the respective operation guidelines. Our liability for any injuries which occur to such persons at the premises of the plant is excluded, unless they were caused intentionally or due to a serious violation of obligations of our legal representatives or assistants.

13. Preparation

Any substances, components, containers/packaging and special packaging provided by us shall remain our property. They may only be used in accordance with their intended purpose. Treatment of substances and assembly of components shall be provided by us. We have agreed that regarding the relationship between the value of the preparation and the value of the complete product we shall have co-ownership rights in the case of products manufactured using our substances and components, and the supplier shall grant us such co-ownership rights in such extent.

14. Documentation and Confidentiality

- 14.1 All commercial or technical information we disclose (including specifications related to the provided objects, specifications in the documents or software provided, and other knowledge or experience) shall be protected in relation to third parties and shall be subject to obligation of secrecy, if and when it is not publicly known, and it may be disclosed in supplier's own plant only to persons who need such information for the purpose of delivery for us and who are also bound by the obligation of secrecy; this information remains our exclusive property. Without our prior written consent such information – with the exception of deliveries for us – must not be copied or used for commercial purposes. At our request all the information obtained from us and any objects borrowed from us (possibly including any copies or records that have been made) must be immediately and fully returned or destroyed. We reserve all rights to such information (including copyrights and rights for registration of industrial protection rights as patents, utility models, semiconductor protection, etc.). If such information has been disclosed to us by a third party, this right shall be reserved also in favour of third parties.
- 14.2 Products manufactured based on documents prepared by us, such as drawings, models and similar, or based on our confidential information or using our equipment or by our equipment must not be used by the supplier for the supplier's own purposes or offered or supplied by the supplier to third parties. That shall apply to that effect also to our printing.

15. Data Protection / Protection of Personal Data

- 15.1 The supplier undertakes to comply with the relevant data protection regulations, in particular the provisions of the EU- Data Protection Regulation (DS-GVO) and the German national Federal Data Protection Act (BDSG), when providing the contractual services as the responsible party or processor. Supplier shall be responsible for the lawful handling of the personal data made available to him by us for the provision of the contractual services, without prejudice to the further provisions in this Section 15. The supplier shall also be responsible for compliance with the formal data protection regulations (e.g. appointment of a data protection officer, performance of a data protection impact assessment, maintenance of processing directories).
- 15.2 The supplier undertakes to process the personal data made available to it by us exclusively in a lawful and transparent manner, in good faith and exclusively for the provision of the contractual services. Any further use of the data, in particular such use for the supplier's own purposes or for the purposes of third parties, is not permitted. Furthermore, the supplier shall limit the processing in terms of content and time to the absolutely necessary extent and shall ensure the accuracy of the data and their integrity and confidentiality.
- 15.3 The supplier undertakes to take technical and organizational measures to the extent provided for by the relevant data protection regulations to safeguard the confidentiality, availability, integrity and authenticity of the personal data made available to it by us. This obligation also includes measures to ensure data protection by technology (privacy-by-design) and data protection-friendly default settings (privacy-by-default).
- 15.4 The supplier undertakes to use only employees for the provision of the contractual services who have been familiarized with the statutory provisions on data protection and the special data protection requirements of our orders and contracts by means of suitable measures and, insofar as they are not already subject to appropriate statutory confidentiality obligations, have been comprehensively obligated in writing to maintain confidentiality (formerly data secrecy).
- 15.5 If the processing of personal data takes place as commissioned processing, the parties shall immediately conclude a contract for commissioned processing in accordance with the statutory provisions of Art. 28 DS-GVO.
- 15.6 We comply with the statutory data protection provisions, in particular the provisions of the EU General Data Protection Regulation (DSGVO). We process the prospect, supplier and customer information provided to us exclusively for the purpose of implementing the respective negotiated framework or individual contracts. The storage of information on prospective customers, suppliers and customers serves only to contact the responsible persons in the areas of purchasing, finance, logistics and operations for the purchase of products and services and for the provision of services. Any data subjects may contact us at any time to request information about their stored contact data - at the following e-mail address:
datenschutz@cta-gmbh.de

16. Compliance

- 16.1 The supplier undertakes to observe the relevant legal regulations regarding treatment of employees, protection of the environment and occupational safety, and it shall make effort toward eliminating negative impact on people and on the environment during performance of its activities.
- 16.2 For this purpose and within its means the supplier shall implement the ISO 14001 management system and shall continue to develop it. The supplier shall also respect the Global Compact Initiative principles of sales law under the legislation of the United Nations. These are related particularly to protection of international human rights, the right to collective negotiations, eradication of forced labour and child labour, eradication of discrimination in the recruitment

process and during employment, responsibility for the environment and prevention of corruption. More information on Global Compact Initiative and sales law under the legislation of the United Nations is available at www.unglobalcompact.org.

16.3 The supplier undertakes in particular:

16.2.1 that it shall not, within the business interconnection with us, offer advantages in business relationships or during communication with representatives of authorities, or grant such advantages, request them or accept them, if such advantages are a violation of the anti-corruption legislation in force.

16.2.2 that it shall not, within the business interconnection with us, conclude any agreements or mutually agreed ways of conduct with other companies which would result in prevention, limitation or falsification of competitors under applicable law on cartels.

16.2.3 that it shall observe the legislation in force regarding regulation of general minimum wage and that it shall in the same extent bind by this obligation also its authorized subcontractors. Upon request the supplier shall prove the observance of the above points. In the event of violation of the above points, the supplier shall release us from any claims by third parties and it shall be obliged to pay the respective fine imposed on us in this context.

16.2.4 that it shall observe the relevant legal regulations regarding treatment of employees, protection of the environment and occupational safety, and it shall make effort to avoid any negative impact of its activities on people and on the environment.

16.4 In the event the supplier repeatedly and/or despite the respective warning behaves unlawfully and fails to prove that the violation of legal regulations has been remedied and that the supplier has taken adequate measures to prevent violation of legal regulations in future, as well as in the event of a serious violation of regulations by the supplier, we reserve the right to withdraw from the existing contracts or to terminate them with immediate effect.

17. Force Majeure

In particular, but not limited to, the following events shall be considered as grounds of force majeure if they occur after the conclusion of the Contract - or when they have occurred before that time, if their effects were not clearly foreseeable before the conclusion of the Contract - and they prevent, hinder or delay us to purchase or take delivery of Goods or Services or otherwise fulfilment by us of our obligations under the Contract: Any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, tsunami, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, general shortage or restrictions in the use of water, fuel, power, gas or raw or auxiliary materials, general shortage of transport, obstruction of railways or navigation at port of shipment, loss or detention at sea, breakdown of plant and/or machinery, blockade, requisition, embargo, currency restrictions, export or import prohibitions or restrictions, war, war risk, military operations, terrorist action, insurrection, riot, crowd disorder, strike and likewise labour conflicts, non-delivery, faulty or delayed delivery by our other suppliers of raw material or other commodities for production or other disruption of supply chains and any other circumstances beyond our reasonable control. We shall immediately inform in writing the supplier on any event of force majeure hindering or delaying performance by us of our obligations under the Contract and the expected duration thereof. Force majeure events, for their duration and to the extent of their effect, shall release us from the obligation to purchase or take delivery of Goods or Services or otherwise fulfil our obligations under the Contract. In the event of a case of force majeure preventing us from fulfilment of our obligations under the Contract, we may at our option either suspend for certain term performance under the Contract or immediately or at a later stage cancel the Contract without liability on our side.

18. Location of Contract

Performance Location of contract performance is the place where the supplier is supposed to deliver the subject of the contract, or provide the service, in accordance with the contract.

19. General Provisions

- 19.1 If one of the provisions of these terms and conditions and other agreements is or becomes ineffective, it shall not affect the validity of other provisions. The contractors are obliged to replace an ineffective provision with a provision of similar economic intention.
- 19.2 These Terms and Conditions have been prepared in German and translated into English. In case of differences between the German version and the English translation, the German version shall prevail.
- 19.3 The contractual relationships shall be governed exclusively by the German law without regard to its conflict of law provisions.
- 19.4 The place of jurisdiction in all disputes which arise directly or indirectly under the contractual relationships the basis of which are these purchase terms and conditions shall be the place of Tubex, Germany. We are also entitled to take legal action against the supplier at our discretion at the court in the place of the registered office or a branch of the supplier or at the court in the place of the location of contract performance.