

TERMS AND CONDITIONS OF PURCHASE

of the company ASAP Holding GmbH

(Last reviewed: May 2023)

The legal relationship between ASAP and the supplier shall be governed by these Terms and Conditions of Purchase. Any conflicting terms and conditions of business, sale or delivery of the supplier shall not be binding on us. These are hereby expressly rejected. The supplier acknowledges the sole validity of our Terms and Conditions of Purchase with its acceptance, or at the latest with the execution of the order, even if in so doing it makes reference to its own terms and conditions. Acceptance of the supplier's delivery and service by us or payment thereof does not imply consent to the supplier's terms and conditions. The foregoing provisions also apply to the extent that deviating, supplementary clauses or clauses modifying our Terms and Conditions are contained in offers or letters of confirmation. These are hereby expressly rejected.

1 Quotations / Order

Contracts, orders, agreements or amendments shall only be valid if they are made in writing or confirmed by us in writing. Verbal and telephone agreements must be confirmed in writing. Only what is set down in writing in a legally binding manner shall become part of the contract. Written form shall also be deemed to have been complied with if the transmission is made by fax, e-mail or EDI (Web-EDI). A signature by ASAP is not required. Deviations from agreements made and from our orders shall only be valid with our prior written consent. Orders placed by ASAP shall be deemed accepted if the supplier does not object to the written order within four (4) working days after receipt thereof by means of a deviating order confirmation. If the supplier does not accept the order within ten (10) days after receipt, ASAP is entitled to revoke the order.

Samples and quotations of the supplier are non-binding and free of charge for ASAP.

ASAP may demand changes to the construction and design of the delivery item at any time. The supplier is obliged to make such changes without delay. The supplier may object to the request for changes if the implementation of the changes is unreasonable for the supplier. If an adjustment of the delivery contract is necessary due to a change, in particular with regard to the delivery dates or the additional or reduced costs, the contracting parties shall settle this appropriately by mutual agreement.

2 Delivery / Delay / Withdrawal

Agreed delivery dates and delivery periods are binding. Decisive for compliance with the delivery deadline or delivery period shall be receipt of the goods at the place of receipt specified in the order. If delivery free to the named place of destination (DDP or DAP in accordance with INCOTERMS 2010) has not been agreed, the supplier shall make the goods available in good time, taking into account the usual time for loading and dispatch. The supplier shall notify the forwarding agent specified in the order. If a forwarding agent other than the one stipulated by ASAP is commissioned without prior consent, the supplier shall bear any additional costs incurred for this.

The supplier shall be in default with its deliveries or other services if it exceeds the agreed deadline by more than two (2) weeks without the need for a prior reminder. The aforementioned period shall at the same time

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be deemed a statutory grace period with the corresponding legal effects, without any further declaration/reminder by ASAP being required. In the event of force majeure or any necessary operational restrictions and stoppages, ASAP shall have the right to postpone the delivery date or to withdraw from the contract. There shall be no default of acceptance in this case. The supplier expressly waives compensation for damages unless gross negligence or wilful misconduct on the part of legal representatives and executives on the part of ASAP is involved.

In the event of force majeure, ASAP shall be entitled to change the order eight (8) weeks before the agreed delivery date such that either the number of pieces can be increased, reduced or other parts of corresponding value and similar type can be procured at the otherwise unchanged conditions. Otherwise, ASAP shall also be entitled, notwithstanding the foregoing, to postpone the originally planned delivery or acceptance date by four (4) weeks without the statutory consequences of default in acceptance thereby being incurred. If the supplier cannot comply with the bindingly agreed delivery date due to force majeure, industrial disputes or other operational reasons for which it is not responsible, it shall inform ASAP of this immediately after becoming aware of the reason for the impediment. In this case ASAP shall be entitled either to postpone the acceptance period or to withdraw from the contract in whole or in part after a reasonable period of time if our interest in the delivery is substantially reduced. In particular, the supplier is not entitled to withdraw from the contract or to increase prices at its own discretion in cases of force majeure or similar.

The ordered products shall comply with the conditions of origin of the EU; the supplier shall provide ASAP with the relevant certificates of origin without being requested to do so, unless ASAP expressly waives such requirement.

Delivery shall be made to the named place of destination (DAP in accordance with INCOTERMS 2010) for the account of and at the risk of the supplier. The supplier is obliged to ensure and comply with all legal, customs and technical regulations applicable for the respective shipment. The delivery to ASAP shall be marked in such a way that the contractual products can be clearly identified and traced.

3 Dispatch / Prices / Transfer of risk

For quantities, dimensions and weights of a delivery, the values determined by ASAP during the incoming inspection shall be decisive. Excess or short delivery quantities are permissible within the excess and short delivery tolerances stated on the order. We shall notify the supplier immediately of defects in the delivery in writing as soon as they are ascertained/discovered in the ordinary course of business; this may only be in the course of further use. In this respect, the supplier waives the right to object to the belated notice of defect. Payments made are not deemed an acknowledgement of proper delivery. However, the agreements regarding the warranty shall remain unaffected by this. Agreed final prices are maximum prices and are understood for shipments including all shipping and packaging costs free to the recipient's location (DDP according to INCOTERMS 2010). The risk shall only pass to ASAP upon receipt of the goods at the respective destination. ASAP has the choice between the following payment modalities: 14 days after receipt of goods with three per cent (3%) discount or 60 days net.

4 Guarantee / Liability

Unless otherwise stipulated below in this section, the statutory provisions regarding material defects and defects of title shall apply. The supplier warrants that it will use the best materials for the intended purpose and

that it will execute the work correctly and properly, taking into account the latest state of science and technology. It expressly guarantees complete conformity of the goods sold with the samples, specimens and descriptions it supplied. The information provided by the supplier in the context of the sales discussions, particularly, however, in catalogues, advertising documents, public statements, data sheets and/or other product descriptions, shall in each case be deemed to be the contractually agreed quality of the products. Against this background, the supplier warrants that the products shall have the contractual quality thus agreed, but notwithstanding such quality, that the products shall at least be suitable for the use stipulated in the contract or have the quality that is customary or can be expected for goods of the same type and quality. In the event of defective delivery, ASAP shall be entitled to demand rectification and/or replacement free of charge for ASAP. Any expenses incurred by ASAP as a result, such as transport costs, travel costs, labour costs, material costs or costs for any effort exceeding the usual scope of an inspection of incoming goods, shall be borne by the supplier. If the supplier does not comply with our written request to remedy the defect within a reasonable period set by ASAP, ASAP may carry out the necessary measures itself or have them carried out by third parties at the supplier's expense. ASAP may immediately remedy minor defects or have them remedied at the supplier's expense. If ASAP exercises its statutory right of withdrawal, the goods shall be returned to the place of dispatch at the supplier's expense and risk. Furthermore, ASAP is entitled to assert damages for non-fulfilment and for damages which have not occurred to the delivery item itself in accordance with the statutory provisions.

The limitation period for asserting claims for defects is 24 months. For deliveries of goods, it begins with the handover, for contracts for work and services, with the acceptance, i.e. in each case at the time of the transfer of risk.

The supplier shall be liable to ASAP in principle for any form of fault, in particular also for any form of negligence on the part of its employees, staff or other service providers. The supplier shall indemnify ASAP against claims, irrespective of the legal grounds, which result for either our contractual partners and other third parties from any negligent or intentional breach of contractual or ancillary contractual obligations as well as non-contractual duties of care of the supplier. This shall also apply in particular to product liability claims which are attributable to the defectiveness of the supplier's product, irrespective of who is to be regarded as the manufacturer of the end product under liability law. In this context, the supplier must prove that the goods delivered to ASAP were not defective.

The supplier shall bear all costs and expenses resulting from this (including the costs of a possible legal dispute or a necessary retrofitting and/or recall action).

The supplier shall prove to ASAP that it has taken out sufficient product liability insurance for this purpose by submitting a valid insurance certificate.

5 Transfer of ownership

It is agreed with the supplier that ownership of ordered goods shall pass to ASAP upon payment. The supplier guarantees that there shall be no third-party rights in respect of the delivered goods. ASAP shall not recognise any extended or forwarded retention of title in whatever form for the supplier.

6 Quality

The supplier shall manufacture and carry out checks on the contractual products to be delivered in accordance with the environmental, safety and legal regulations applicable to the respective contractual products, the respective ISO, EN, DIN, VDE regulations, the German Equipment and Product Safety Act (GPSG) and with due regard to quality regulations customary in the market. The supplier shall maintain a quality management system (QM) which meets at least the requirements of DIN ISO 9000 et seq. and shall maintain and further develop this system in conformity with the relevant standards for the duration of the cooperation. The supplier shall inform ASAP in advance and in a timely manner about any change in the contractual products and the processes in its premises; this also applies for products which the supplier procures from third parties. In the event of a planned change in the manufacturing or testing process or a change in the manufacturing location, the supplier shall inform ASAP immediately in writing. In all cases, ASAP reserves the right to re-test the products on the basis of the above-mentioned changes in accordance with the rules of our product qualification process and/or to subject them to a technical approval process and, if necessary, to reject the changes if the product fails our product qualification process due to the changes.

7 Property rights

Drawings, models, samples and tools provided by ASAP or manufactured according to our specifications are our property and may not be used for third parties or otherwise made accessible to them. The supplier shall be liable for ensuring that the samples, brands, models, drawings, descriptions and documentation it provides are free from third-party rights and, in particular, do not infringe industrial property rights of third parties. The delivered goods must comply with legal provisions and regulatory requirements. In the event of violations of these rights and regulations, the supplier shall in all cases indemnify ASAP against claims for damages by third parties.

8 Applicable law

The contractual relationship between ASAP and the supplier shall be governed by the laws of the Federal Republic of Germany to the exclusion of all bilateral and/or multilateral agreements concerning the purchase of movable goods, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG).

9 Place of performance / Jurisdiction

The place of performance for the delivery shall be the respective place of destination. If the supplier is a merchant registered under the German Commercial Code, a legal entity under public law or a special fund under public law, or has its residence or business headquarters outside the Federal Republic of Germany, the court of our business headquarters in 85080 Gaimersheim shall have jurisdiction for all disputes arising from the contractual relationship. However, ASAP shall also be entitled to bring an action at the business headquarters of the supplier.

10 Software

Unless otherwise agreed in individual contracts, the supplier shall grant ASAP at least a non-exclusive, non-transferable and indefinite right of use to software and hardware products and the associated documentation.

ASAP shall be entitled to make copies for the purpose of data backup. ASAP shall also be entitled to pass them on to our customers in connection with contractual processing, provided that a reference is made to any copyright notice of the author.

The Supplier guarantees that the software and its data structure shall be free of errors and warrants that it has created proper duplicates.

11 Compliance

Our suppliers undertake to comply with our requirements, conditions and our Code of Conduct, to pass these on to their suppliers in the supply chain and also to oblige them to pass them on. The supplier warrants that it has instructed its managers, employees and any subcontractors to comply with the Code of Conduct. In order to ensure this good practice, the supplier undertakes to take all necessary measures to avoid illegal acts, in particular to the detriment of ASAP. In this context, the supplier shall take such organisational precautions in its company as are necessary to monitor compliance with value-oriented codes of conduct by its employees and any subcontractors, in particular those necessary to avoid corruption and other criminal acts.

12 Final provisions

Should individual parts of these Terms and Conditions be or become ineffective, this shall not affect the remaining terms and conditions or the contract. If any provision of these Terms and Conditions or of the contract should be invalid due to mandatory foreign law, the supplier undertakes, upon request, to agree with ASAP on such contractual supplements and to make such declarations to third parties or authorities as to ensure the validity of the provision concerned and, if this is not possible, to ensure its economic content also under the foreign law.

ASAP hereby informs the supplier in accordance with Section 33 of the German Federal Data Protection Act (BDSG) that ASAP shall store personal data relating to the supplier.

SUPPLIER CODE

of the company ASAP Holding GmbH

(Last reviewed: August 2023)

ASAP and its staff undertake, within the framework of the Code of Conduct of the ASAP Group, to support and actively apply the fundamental principles in the areas of human rights and working conditions, quality and environmental management, health and safety, information security and data protection, as well as combating corruption and bribery, in accordance with the United Nations Global Compact.

ASAP expects full acceptance and support from its suppliers to uphold these principles along the entire supply chain.

Within and outside our own company boundaries, we share values that we consider essential for our daily work and coexistence.

- › humane
- › authentic
- › competent
- › invigorating
- › enthusiastic

This value system, together with the target triangle (quality, deadlines, costs), describes not only the standards ASAP sets for itself, but also the way in which we deal with each other in a spirit of partnership.

The following content of the ASAP Supplier Code applies to all suppliers and their sub-suppliers from whom ASAP directly or indirectly purchases goods and/or services. Wherever the terms suppliers or business partners are referred to in the following text, these always include the downstream supply chain as well.

Human rights

ASAP follows and supports the values set out in the Universal Declaration of Human Rights and the Principles of the International Labour Organisation of the United Nations (www.ilo.org) and specified in SAI 8000:2008 (Social Accountability International) (www.sa-intl.org).

The principles as related to human rights are as follows:

ASAP does not accept child and forced labour under any circumstances. Deprivation of liberty, inhuman treatment, corporal punishment, threats of violence, collective forms of punishment and reduction of pay or other forms of bullying or abuse as a means of obtaining discipline and control are strictly prohibited. In accordance with the legislation of the respective country, employees must be treated appropriately and fairly in terms of working hours, regular leave and remuneration for work performed. Young employees must be protected in accordance with applicable law.

ASAP rejects all forms of modern slavery, forced labour and human trafficking as well as labour based on this. We oppose any recruitment, transportation, transfer, harbouring or receipt of persons, including the transfer or assumption of control over such persons, for exploitative and/or coercive purposes. Work at our suppliers must always be provided freely. Employees may not be required to provide a deposit or surrender official identification documents at the time of recruitment. The employment relationship may be terminated by the employee at any time in compliance with the statutory or contractually stipulated periods.

Working conditions must ensure safety in the workplace and must not endanger the health of employees. Based on the principle of equal opportunities and the General Equal Treatment Act (AGG), all forms of discrimination and harassment based on race, ethnic origin, skin colour, age, gender, religion, disability, sexual orientation and political affiliation are prohibited.

Health and safety

ASAP expects its suppliers to guarantee safe and healthy working conditions for their employees. Suppliers shall make appropriate provisions for occupational health and safety. Risks (especially chemical, physical, mechanical and biological) shall be systematically identified and measures taken to protect the health and safety of employees. The implementation of all necessary procedures and means to ensure safe operation and adequate maintenance of the plant and machinery is essential.

Basic social rights and principles

ASAP requires its suppliers to adequately implement the relevant requirements of the International Labour Organisation (www.ilo.org) regarding fundamental rights at work. In particular, we expect the protection and respect of workers' rights to freedom of association and collective bargaining in accordance with ILO Core Labour Standards Conventions C087 and C098.

Use of private or public security personnel

Our business partners undertake to refrain from hiring or using private and public security personnel if, due to a lack of instruction or control on the part of the company, there is a risk of torture and cruel, inhuman or degrading treatment, injury to life or limb or impairment of the freedom of association and union when using security personnel.

Diversity, equality, inclusion and ethical recruitment

Based on the principle of equal opportunities and the General Equal Treatment Act (AGG), all forms of discrimination and harassment based on race, ethnic origin, skin colour, age, gender, religion, disability, sexual orientation and political affiliation are prohibited.

Our suppliers, their subcontractors including all employees undertake to refrain from any discrimination on grounds of racial or ethnic origin, religion or world view, age, gender, disability or sexual identity. Any form of degradation or insult is impermissible, even if it is not addressed directly at the affected person. In particular, these principles should also be applied to the appointment process so that it is fair, transparent and based on equality.

Quality and environment

ASAP expects from its suppliers, similarly to the expectations of ASAP customers, consistent quality management with the consequent pursuit of the zero-defect strategy. Furthermore, an up-to-date environmental management system must be introduced and, in the case of specific technologies and processes, this must be verified by means of the correspondingly required certifications.

It is the task of the supplier to embed this objective in a quality management system and to align all processes to this objective, as the quality of products, including services, is always an overall result of all activities in every phase of the entire service provision process. The existing quality management system must be continuously improved.

In addition, ASAP expects its suppliers and their sub-suppliers, in accordance with the goals of the Paris Climate Agreement, COP21, to use natural resources sustainably and sparingly and to systematically improve their environmental performance. The supplier must comply with all national and international environmental standards and laws applicable to its operating site. ASAP also expects the supplier to refrain from harmful soil degradation, water and air pollution, harmful noise emissions, and excessive water consumption that significantly affects the natural basis for preserving and producing food, denies a person access to safe drinking water, makes it difficult or impossible for a person to access sanitary facilities, or harms a person's health. This also includes reducing energy consumption and greenhouse gas emissions, using renewable energies, keeping water and air clean and using them sparingly, and being responsible in every respect with chemicals. Waste water and emissions must be appropriately controlled and treated before they are released back into the environment and the atmosphere. Waste must generally be avoided and recycled and/or reused wherever possible. Safe waste management for transport, storage and recycling must be implemented at all sites. The use of chemicals must be limited to what is absolutely necessary and any residues must be disposed of in an environmentally friendly manner.

We expect our suppliers to give consideration to the avoidance of waste, reuse, recycling and the safe, environmentally friendly disposal of residual waste in the development, manufacture and use of products and other activities.

Decarbonisation

The supplier undertakes to implement binding measures to reduce its direct and indirect CO₂e emissions (including its upstream value chain). These include, for example, the use of green electricity and the use of secondary materials or biomaterials. We expect the supplier to create transparency with regard to its own emissions as well as those of the upstream supply chains and to set reduction targets for itself and its supply chain.

Reporting on greenhouse gas emissions

We encourage our suppliers to report their greenhouse gas emissions publicly.

Ethics

ASAP actively pursues the fight against corruption, money-laundering and bribery. The supplier is strictly prohibited from offering ASAP employees money, gifts or items of value that are not within the bounds of business custom and courtesy. The employees of ASAP are also subject to these rules in a binding manner through the ASAP Compliance Code of Conduct. The supplier must ensure that these guidelines are also adhered to along its supply chain.

Whistle-blowing and protection from retaliation

Serious breaches of rules by our suppliers not only seriously affect the reputation and/or financial interests of the respective company, but also those of ASAP. As a client, we feel jointly responsible for rule-compliant behaviour in the supply chain. We expect our suppliers and subcontractors to set up a complaint and whistle-blowing system to uncover breaches of rules as part of a fair and transparent process. Under no circumstances will we tolerate any pressure or discrimination against whistle-blowers.

Fair competition and antitrust law

ASAP supports fair and undistorted competition. We also expect fairness and compliance with the rules of competition and antitrust law from our suppliers. This means, for example, that no discussions are held with competitors in which prices or services are agreed or other prohibited agreements on market behaviour are made. Also inadmissible are agreements with business partners or third parties on a waiver of competition or on the division of customers and territories. Improper preferential treatment or exclusion of contractual partners is also prohibited.

Conflicts of interest

ASAP expects its suppliers to avoid conflicts between private and business interests and/or arising from relationships with third parties. Decisions regarding cooperation with us must be made exclusively on the basis of objective criteria and may not be influenced by personal interests and relationships. Potential conflicts of interest, including those arising from partnerships or cooperation with third parties, or any apparent or actual conflict of interest of any other kind, must be disclosed.

Financial responsibility

We expect our suppliers to keep their books and records in accordance with applicable law and generally accepted accounting principles. Transparency and accuracy of financial statements and reporting are paramount. All persons directly or indirectly involved in the preparation of the financial statements must exercise due care to ensure that the presentation is accurate.

Disclosure of information

We require our suppliers to comply with the duty of publication or disclosure in accordance with the legal requirements.

Export control and economic sanctions

ASAP expects its suppliers to observe all regulations for the import and export of goods, services, technologies, software and information. In addition to actual cross-border exchanges of goods, the relevant regulations also apply to exports that are only of a temporary nature, such as taking of objects and technical documents on business trips or electronic transfers, by e-mail or to the cloud. Cooperation with persons or companies on sanctions lists is excluded. In cases of doubt, advice should be sought from offices responsible for customs and foreign trade law.

Privacy, data protection and data security

We attach great importance to the protection personal data of employees, applicants, customers, suppliers and partners. We are aware of the sensitivity of this information. ASAP expects our suppliers to comply with the relevant provisions on the protection of personal data, such as the EU General Data Protection Regulation

(EU-GDPR) and the Federal Data Protection Act (BDSG), and to take all the necessary technical and organisational measures to protect the data provided from misuse.

Land, forest, water rights and forced eviction

ASAP does not engage in, and expects its suppliers not to engage in, any unlawful forced eviction or unlawful taking of land, forest or water in the acquisition, development or other use of land, forests and water, the use of which sustains a person's livelihood.

Animal welfare

We expect our business partners to comply with all national and international legal standards on animal welfare and protection.

Biodiversity, land use and deforestation

We expect the supplier to protect natural ecosystems and not to contribute to the alteration, deforestation or degradation of natural forests and other natural ecosystems. The guidelines of the High Conservation Value Resource Network (HCV) and the High Carbon Stock Approach (HCSA) are applied where applicable. Scientific research on the ecological consequences of deep-sea mining is still insufficient, making it impossible to assess the environmental risks at this stage. Until it can be ensured that the protection of the marine ecosystem can be guaranteed, we exclude the use of raw materials from the deep sea for our products (in accordance with the precautionary principle) and also expect this from our suppliers and their supply chain.

Compliance

Compliance with the described contents must be ensured through the implementation of internal processes and methods and guaranteed by the suppliers' management. ASAP reserves the right to verify compliance by auditing the supplier.

Violations of this Code of Conduct may be reported to compliance@ASAP.de or to the telephone number +49 8458 3389 777. The report will not lead to any retaliatory measures. The submitter will receive an acknowledgement of receipt and will be informed about the further course of action.

Compliance is hereby confirmed.

Place, date

Name in block capitals Signature Supplier