

TERMS AND CONDITIONS OF PURCHASE

of the company ASAP Holding GmbH

(Last reviewed: March 2024)

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. A supplier with an environmental management system in accordance with DIN ISO 14001 and a management system for safety and health at work (SGA) in accordance with DIN ISO 45001 is preferred.

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.

The supplier must immediately point out any additional costs in writing.

Documents and means of production, such as samples, drawings, tools, technical specifications or similar, which are made available to the Supplier or for which the Purchaser has to pay, may only be used for deliveries to the Purchaser and shall remain the property of the Purchaser. The Purchaser reserves all copyrights. The aforementioned data may not be passed on to third parties or used for the Supplier's own purposes, nor may the goods subsequently manufactured with it. They are to be kept secret and must be handed over to the Purchaser without delay as soon as the order has been processed, without any copies, individual items or similar being retained.

Samples, drawings, models and technical specifications shall only be binding if this has been agreed as binding in text form.

The Supplier is not authorised to subcontract orders without the prior express consent of the Customer. In addition, the Supplier must send trained and equipped personnel in accordance with the activity.

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 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 30 days net. In the event of defective delivery, the customer shall be entitled to withhold payment pro rata until proper fulfilment.

The supplier's reservations regarding price increases are not recognised. These are not valid without individual agreements and are expressly rejected.

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 seqq. 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.