

General Terms and Conditions of Purchase (B2B)

of **Hans Hall GmbH**, Kruegerstrasse 11, 88250 Weingarten, hereinafter referred to as "HANS HALL."

§ 1 Scope, Form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business partners, service providers, and sellers ("Suppliers") who have a business relationship with HANS HALL. The GTCP only apply if the Supplier is a merchant, entrepreneur (§ 14 German Civil Code (BGB)), a legal entity under public law, or a special fund under public law.

(2) The GTCP apply to all services and offers from HANS HALL, in particular contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or purchases them from suppliers. Unless otherwise agreed, the GTCP in the version brought to the Supplier's attention with the order shall also apply as a framework agreement for similar future contracts without HANS HALL having to refer to them again in each individual case.

(3) These GTCP apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that HANS HALL has expressly agreed to their validity in writing. Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected. This requirement of consent applies in all cases, for example, even if the Supplier refers to its general terms and conditions in the order confirmation and HANS HALL does not expressly object to this.

(4) Individual agreements (e.g., framework supply agreements, quality assurance agreements, details in orders from HANS HALL) take precedence over the GTCP. Otherwise, these GTCP take precedence over statutory provisions insofar as these are dispositive.

(5) Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g., letter, email, fax) and also includes electronic signatures.

§ 2 Conclusion of Contract

(1) Orders placed by HANS HALL shall only be deemed binding once they have been submitted or confirmed in writing. The contracting parties shall notify each other of any obvious errors (e.g., typing or calculation errors) and omissions in the order, including the order documents, for the purpose of correction or completion prior to acceptance; If there are any omissions, the contract shall otherwise be deemed not to have been concluded; in the case of obvious errors, it shall be contestable.

(2) The Supplier is obliged to confirm orders from HANS HALL immediately, at the latest within a period of five (5) working days, at least in text form, or to execute them without reservation by dispatching the Goods (acceptance).

(3) Late acceptance or acceptance with deviating content shall be deemed a new offer and requires acceptance by HANS HALL. It may be rejected without giving reasons.

§ 3 Delivery Time and Delay in Delivery

(1) The delivery time specified in the order is binding for the arrival of the products and services at HANS HALL, unless another date is agreed in writing between the parties. If no delivery period is specified in the order, a reasonable period of 14 (fourteen) calendar days from the conclusion of the contract shall be deemed to have been agreed. The Supplier is obliged to inform HANS HALL immediately in writing if it is likely that it will not be able to meet the agreed delivery times. HANS HALL is entitled, in consultation with the Supplier, to postpone the delivery date by a reasonable period of time.

(2) The Supplier shall be in breach of contract without notice of default if it fails to perform its services on the agreed date. The decisive factor for compliance with the delivery date is the receipt of the Goods by HANS HALL as owed. Acceptance of a delayed delivery or service does not constitute a waiver of claims for compensation or damages. HANS HALL is entitled to cancel an order in whole or in part. If the cancellation occurs after the order has been

placed without the Supplier having committed a breach of contract, the Supplier shall be entitled to compensation for the proven, unavoidable expenses incurred for production already commenced or materials procured and not otherwise usable, but not exceeding five percent (5%) of the net order value of the canceled delivery. Further claims for damages by the Supplier are excluded, unless the Supplier can prove higher damages that were directly caused by the cancellation and could not have been avoided by reasonable measures. If the Supplier does not perform its services at all or does not perform them within the agreed delivery period, the rights of HANS HALL – in particular to withdrawal and damages – shall be determined in accordance with the statutory provisions. The provisions in § 3 (3) remain unaffected.

(3) If the Supplier is in default, HANS HALL may – in addition to further legal claims – demand lump-sum compensation for its damage caused by the delay in the amount of one percent (1%) of the net price agreed in the order for the Goods delivered late per calendar week commenced, but in total not more than five percent (5%) of the net price of the Goods delivered late. HANS HALL reserves the right to prove that higher damages have been incurred. The Supplier reserves the right to prove that no damages or only significantly lower damages have been incurred. Any damages exceeding this amount shall be offset against the lump-sum compensation already paid for this breach of duty.

(4) If, even before the due date, there are doubts about the Supplier's ability or willingness to perform, in particular because the Supplier announces before the due date that it will not be able or willing to perform on time, HANS HALL may set a deadline for the Supplier to declare and prove its ability or willingness to perform, including the possibility of refusing to accept performance and withdrawing from the contract if the deadline expires without result.

§ 4 Performance, Delivery, Transfer of Risk, Default of Acceptance

(1) The Supplier is not entitled to use third parties (e.g., subcontractors) to carry out the performance it is obligated to provide by without the prior written consent of HANS HALL. The Supplier shall bear the procurement risk for its services, unless otherwise agreed in individual cases (e.g., restriction to stock).

(2) Delivery shall be made DDP (Incoterms 2020) within Germany “free domicile” to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to HANS HALL's place of business at Kruegerstrasse 11, 88250 Weingarten. The respective destination is also the place of performance for the delivery and any subsequent performance (obligation to deliver).

(3) The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (item number and quantity) and HANS HALL's order ID (date and number). If the delivery note is missing or incomplete, HANS HALL shall not be responsible for any resulting delays in processing and payment. Separate from the delivery note, HANS HALL shall be sent a corresponding shipping notice with the same content. The Supplier is obliged to keep quality records and test documents for at least ten (10) years and to present them to HANS HALL upon request.

(4) The Supplier shall pack the Goods securely and appropriately for transport. Individual items weighing up to 30 kg must be delivered in a manner suitable for parcel service. Items weighing more than 30 kg must be delivered on standard pallets that can be transported by a pallet truck. Additional costs resulting from improper packaging shall be borne by the Supplier. Where possible, the Supplier shall return any items provided to HANS HALL in the same packaging in which they were originally provided.

(5) Partial deliveries/services are only permitted with the prior written consent of HANS HALL.

(6) The seller guarantees that the delivered Goods comply with all agreed specifications, samples, drawings, descriptions, and recognized technical standards and are free from material defects and defects of title. The products shall comply with the relevant legal regulations, in particular those relating to the protection of general human rights, equal treatment, product safety, environmental protection, occupational safety, and chemical law (e.g., REACH, RoHS), as well as all applicable standards (DIN, EN, ISO).

(7) The risk of accidental loss and accidental damage to the Goods shall pass to HANS HALL upon delivery. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply accordingly in the event of acceptance.

(8) The statutory provisions shall apply to the default of acceptance on the part of HANS HALL. The Supplier shall be obligated to expressly offer its performance even if a specific or determinable calendar time has been agreed for an action or cooperation on the part of HANS HALL (e.g., provision of material). If HANS HALL is in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to a non-fungible item to be manufactured by the Supplier (custom-made product), the Supplier shall only be entitled to further rights if HANS HALL has undertaken to cooperate and is responsible for the failure to cooperate.

(9) If, as a result of delays, one party cannot reasonably be expected to perform or accept delivery due to force majeure, that party may withdraw from the contract by immediately notifying the other party in writing. Force majeure refers to circumstances beyond the control of the respective party, such as strikes, epidemics, natural disasters, failures of energy supply or technical infrastructure, as well as unrest, terrorist attacks, or acts of war.

§ 5 Prices and Terms of Payment

(1) Unless expressly agreed otherwise, the agreed prices are fixed prices and apply delivered duty paid (DDP, Incoterms 2020) or to the place of receipt specified in the respective order in accordance with § 4 (2). The prices include packaging and all additional costs. A price increase after conclusion of the contract is only effective with the written consent of HANS HALL.

(2) The invoice shall be sent to HANS HALL digitally after shipment/performance, stating all order data and with VAT shown separately. Partial invoices are only possible if partial deliveries and/or partial services were agreed.

(3) The agreed price is due for payment within 60 (sixty) calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a proper invoice. If HANS HALL pays within 14 (fourteen) calendar days, the Supplier shall grant HANS HALL a three percent (3%) discount on the net amount of the invoice. In the case of bank transfers, payment shall be deemed to have been made on time if the transfer order is received by the bank before the expiry of the payment deadline; HANS HALL shall not be responsible for delays caused by the banks involved in the payment process.

(4) HANS HALL shall not owe any default interest. The statutory provisions apply to overdue payment.

(5) HANS HALL is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, HANS HALL is entitled to withhold due payments as long as HANS HALL still has claims against the Supplier for incomplete or defective services.

(6) The Supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.

§ 6 Confidentiality and Retention of Title

(1) HANS HALL reserves any and all property rights, including intellectual property rights, and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions, and other documents. Such documents shall be used exclusively for the contractual service and shall be returned to HANS HALL after completion of the contract. The documents shall be kept confidential from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

(2) The Supplier is obliged to pay HANS HALL lump-sum damages for each breach of duty caused by it. The amount of the respective payment shall be determined by HANS HALL and shall be reasonable. However, it may in no case exceed EUR 100,000.00 (one hundred thousand euros) per breach of duty. The amount of damages shall be determined by the significance of the breached duty, the disadvantage incurred (including immaterial disadvantages), and the degree of fault. Any damages exceeding this amount shall be offset against any sum already paid for a breach of duty. If the Supplier does not accept the amount of the lump-sum damages, it is free to prove that no damage or significantly less damage has been incurred. It may also request an arbitration opinion from the Chamber of Industry and Commerce "Bodensee-Oberschwaben" in Weingarten to determine the amount.

(3) The above provision applies accordingly to substances and materials (e.g., finished and semi-finished products) as well as to tools, templates, samples, and other items that HANS HALL provides to the Supplier for production. Such items remain the property of HANS HALL, shall be marked as such by the Supplier, stored properly, and used exclusively for orders from HANS HALL. The Supplier shall insure these against the usual risks at its own expense. Upon request, all items provided shall be returned to HANS HALL without undue delay.

(4) Any processing, mixing, or combining (further processing) of provided items by the Supplier shall be carried out on behalf of HANS HALL. The same shall apply to further processing of the delivered Goods by HANS HALL, so that HANS HALL shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(5) The transfer of ownership of the Goods to HANS HALL shall take place unconditionally and regardless of payment of the price. However, if, in individual cases, HANS HALL accepts an offer of transfer of ownership from the Supplier on the condition of payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered Goods. HANS HALL remains authorized in the ordinary course of business to resell the Goods even before payment of the purchase price, with advance assignment of the resulting claim. This excludes all other forms of retention of title, such as extended retention of title, transferred retention of title, and retention of title extended to further processing.

§ 7 Defective Deliveries

(1) The statutory provisions and, exclusively in favor of HANS HALL, the following additions and clarifications apply to the rights of HANS HALL in the event of material defects and defects of title in the Goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier.

(2) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Goods have the agreed quality when the risk is transferred to HANS HALL. In any case, the product descriptions that are the subject of the respective contract – in particular by means of designation or reference in HANS HALL's order – or that have been incorporated into the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. This applies irrespective of whether the product description originates from HANS HALL or from the Supplier.

(3) The Supplier shall inspect Goods before dispatch and provide HANS HALL with the respective inspection reports as part of the delivery. HANS HALL is entitled to have the Goods inspected once a year by an independent and suitable testing agency at the Supplier's expense.

(4) The Supplier shall ensure complete traceability of the delivered Goods (e.g., by batch or serial numbers), as far as possible. The Supplier is obligated to inform HANS HALL immediately in writing as soon as there are indications of quality deviations, safety risks or recall measures. In such cases, the Supplier shall bear all costs associated with the recall or remedy of the defect, unless he is not responsible for the circumstance.

(5) HANS HALL is not obliged to inspect the Goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from § 442 (1) sentence 2 German Civil Code (BGB), HANS HALL is therefore entitled to claims for defects without restriction even if HANS HALL was unaware of the defect at the time of conclusion of the contract as a result of gross negligence.

(6) The statutory provisions (§§ 377, 381 German Commercial Code (HGB)) apply to the commercial obligation to inspect and give notice of defects, with the following restriction: HANS HALL's obligation to inspect is limited to defects that are apparent upon receipt of the Goods during external inspection, including the delivery documents (e.g., transport damage, incorrect or short delivery) ("Limited Incoming Goods Inspection"). HANS HALL has no further obligation to inspect the Goods. If acceptance has been agreed, there is no obligation to inspect the Goods. HANS HALL's obligation to give notice of defects discovered at a later date remains unaffected. In this respect, the Supplier waives the objection of late notification of defects; § 377 German Commercial Code (HGB) is expressly excluded.

(7) Subsequent performance also includes the removal of the defective Goods and their reinstallation, provided that the Goods were installed in or attached to another item in accordance with their nature and intended use before the defect was discovered; HANS

HALL's statutory right to claim reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne by the Supplier. If it is determined that no defect actually existed, the contracting parties shall enter into negotiations in good faith regarding the allocation of costs according to the principle of causation. Liability for damages in the event of unjustified demands for the rectification of defects shall remain unaffected; however, HANS HALL shall only be liable in this respect if HANS HALL recognized or, through gross negligence, failed to recognize that there was no defect.

(8) Notwithstanding the statutory rights and the provisions in paragraph 5, the following shall apply: If the Supplier fails to fulfill its obligation to remedy the defect – at HANS HALL's discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by HANS HALL, HANS HALL may remedy the defect itself and demand reimbursement from the Supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the Supplier has failed or is unreasonable for HANS HALL (e.g., due to particular urgency, endangerment of operational safety or the threat of excessive damage), a deadline is not required; HANS HALL shall inform the Supplier of such circumstances immediately, if possible in advance.

(9) Furthermore, in the event of a material defect or defect of title, HANS HALL shall be entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, HANS HALL shall be entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Supplier Recourse

(1) HANS HALL is entitled to the statutory claims for expenses and recourse within a supply chain without restriction, in addition to its claims for defects. In particular, HANS HALL is entitled to demand from the Supplier exactly the type of subsequent performance (repair or replacement delivery) that HANS HALL owes its customer in the individual case. This does not restrict HANS HALL's statutory right to choose the form of rectification of defects.

(2) Before Hans HALL acknowledges or fulfills a claim for defects asserted by its customer, including reimbursement of expenses, HANS HALL shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a reasonable statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by HANS HALL shall be deemed to be owed to the customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.

(3) HANS HALL's claims arising from Supplier recourse shall also apply if the defective Goods have been connected to another party product or further processed in any other way by HANS HALL, its customer, or a third party, e.g., through installation, attachment, or assembly.

§ 9 Third-Party Rights

(1) The Supplier warrants that the Goods are free from legal defects, in particular from third-party rights such as property rights, including copyrights.

(2) The Supplier shall indemnify HANS HALL against any claims by third parties based on existing third-party property rights upon first request and shall reimburse all costs usually incurred in defending against such claims, including the costs of legal representation, unless the conflicting property rights were not known to the Supplier and the Supplier could not have been expected to know of them even if it had exercised the due care of a diligent businessman.

§ 10 Other Obligations of the Supplier

(1) The Supplier shall notify HANS HALL of any changes to the process or product, in particular to the composition of the materials used, as early as possible, but at least six (6) months before the planned change, and shall obtain written consent in advance. Consent may not be unreasonably withheld.

(2) HANS HALL has many years of experience with regard to some purchased parts and their durability in HANS HALL products. If the Supplier intends to use subcontractors or sub-

suppliers, it shall notify HANS HALL immediately in writing and obtain HANS HALL's written consent. This also applies to changes of subcontractors or sub-suppliers. HANS HALL shall refuse consent within 14 (fourteen) working days, otherwise it shall be deemed to have been granted. HANS HALL may also specify product or manufacturer requirements with which the Supplier shall comply. If this is not possible for the Supplier, it shall inform HANS HALL immediately. Regardless of the involvement of sub-suppliers, the Supplier bears full responsibility for the services of subcontractors or sub-suppliers, as well as for vicarious agents and their corresponding qualifications and regular auditing.

(3) After arranging an appointment in a timely manner, HANS HALL is entitled to inspect the production facilities necessary for the manufacture of the products at the Supplier's premises and, if possible, also at its subcontractors' or sub-suppliers' premises at least once a year during normal business hours and to audit the product manufacturing and processes. The Supplier shall be prepared to provide appropriate support in this regard. In the event of urgent quality defects, HANS HALL shall be entitled to demand unannounced inspection to an appropriate extent in justified cases.

(4) The Supplier agrees to implement appropriate measures to identify risks within the supply chain and to determine any adequate countermeasures. In particular, the Supplier shall ensure that the raw materials and materials used in the supply chain do not originate from illegal or unethical sources and that working conditions throughout the supply chain comply with internationally recognized standards.

(5) Furthermore, the Supplier agrees to comply with all applicable laws, regulations, and standards at all times.

§ 11 Manufacturer's Liability

(1) If the Supplier is responsible for product damage, it shall indemnify HANS HALL against third-party claims to the extent that the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.

(2) As part of its obligation to indemnify, the Supplier shall reimburse expenses arising from or in connection with claims by third parties, including recall campaigns carried out by HANS HALL. HANS HALL shall inform the Supplier of the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a lump sum coverage of at least three million (3,000,000) EUR per personal injury/property damage and shall provide HANS HALL with proof of this upon request.

§ 12 Limitation Period

(1) The mutual claims of the contracting parties expire in accordance with the statutory provisions, unless otherwise specified below.

(2) The limitation period for claims for defects is three (3) years from the transfer of risk. If acceptance has been agreed, the limitation period begins with acceptance. The three-year limitation period shall also apply to claims arising from defects of title, whereby the statutory limitation period for third-party claims for surrender of property (§ 438 (1) No. 1 BGB) shall remain unaffected; Claims arising from defects of title shall not become obsolete in any case as long as the third party can still assert the right against HANS HALL, in particular in the absence of a limitation period.

(3) Insofar as HANS HALL is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 German Civil Code (BGB)) shall apply, unless the application of the statutory limitation periods leads to a longer limitation period in individual cases.

§ 13 Applicable Law and Place of Jurisdiction

(1) These GTCP and the contractual relationship between HANS HALL and the Supplier shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions.

(2) Place of jurisdiction for all disputes arising from the contractual relationship shall be Ravensburg. However, HANS HALL shall in all cases also be entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the general place of jurisdiction of the Supplier. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.