

General Purchase Conditions

1. Scope and conclusion of contracts

1.1 These conditions shall apply to goods and services of the Supplier, unless otherwise agreed. Other general standard terms and conditions, in particular standard terms and conditions of the Supplier, shall not apply even if they are not expressly objected to in an individual case or if ordered goods/services have been accepted without reservation.

1.2 These conditions only apply to companies as specified in Section 310 (1) of the German Civil Code, BGB.

1.3 Purchase orders and their acceptance ("order confirmation") and all agreements between the Customer and the Supplier for the purpose of performing the contract shall only be valid if made in writing. Transmission by fax, remote transmission, use of electronic signature programs such as DocuSign, AdobeSign or email meets the requirements for the written form.

1.4 The Supplier undertakes to accept the purchase order by returning the order confirmation within a period of five (5) days, failing of which the Customer shall be entitled to cancel the purchase order. In case the order confirmation deviates from the purchase order (even if such deviations are not material), such deviations shall only come into existence if the Customer expressly consents thereto.

2. Delivery, place of performance and the consequences of failure to meet delivery times

2.1 Agreed delivery times shall be binding. The Customer shall be notified immediately in writing of any circumstances which may prevent the delivery time from being met or delay delivery. The time the goods are received, or the service is completed at the Customer's premises or at the place where they are to be delivered/performed as stated in the order ("place of performance") shall determine whether the delivery time has been met.

2.2 Part deliveries shall require the consent of the Customer.

2.3 In the case of a delay in delivery or performance the Customer shall be entitled to demand flat-rate default damages of 2% of the value of the supplies or services for each full week by which delivery is delayed but up to a maximum of 5% of the value of the goods or services in the contract. Other rights (termination, cancellation, and claims for damages instead of performance) remain unaffected. The Customer shall retain the right to assert proven higher losses and the Supplier shall retain the right to prove that the losses are significantly lower or no losses at all have been incurred.

2.4 The unconditional acceptance of the delayed delivery of goods or services does not imply that the Customer is waiving any rights that the Customer may have to compensation on account of the delayed delivery of goods or services.

3. Supply of spare parts

The Supplier shall ensure that spare parts for the item supplied will be available for a minimum of ten years after manufacture of the product series has ceased. The resources and drawings required to produce the spare parts shall also be kept for this period. This retention obligation shall lapse after the end of this period and written agreement by the Customer. It is only permitted to refuse this if there is a good reason to do so.

4. Prices, transfer of risk and terms of payment

4.1 The price specified in the order shall be binding. The prices are "delivered at place", DAP Incoterms 2020, including packaging. The specified price does not include statutory value-added tax. Transfer of risk shall take place with delivery as mentioned herein.

4.2 Invoices are to be sent to the address specified in the purchase order, stating the purchase order number. If the purchase order is missing, invoices cannot be paid and will be returned to the Supplier; the Customer shall not be responsible for delays resulting from this. A separate invoice shall be issued for each purchase order. The invoice is to be structured in accordance with the purchase order. Any invoices for down payments and part payments as well as final invoices shall be identified as such. If work has been supplied, worksheets (reports) signed by the Customer and the Supplier must be attached to invoices.

4.3 The invoice will be settled net within 30 days after delivery or provision of the service and receipt of the invoice by the Customer.

5. Acceptance testing

If the Supplier has to perform work, a formal acceptance of it by the Customer is required. The Customer may choose whether to make the acceptance at the Supplier's plant or at the place of performance. Unconditional payments shall not constitute acceptance, approval of the items supplied or the waiving of claims for defects.

6. Shipping

6.1 Notification of shipment of the goods shall be given at the latest when the deliveries leave the Suppliers' works.

6.2 The Supplier agrees to observe the Customer's "Packaging and Shipping Instructions for Suppliers". Should the Supplier fail to do this, the Supplier shall be responsible for all the resulting delays.

6.3 Shipments for which the Customer is paying all or part of the freight costs shall be transported using the most cost-effective freight rates and in accordance with the Customer's shipping specifications.

7. Packaging

7.1 The Supplier undertakes to pack the goods that need to be transported in accordance with the purchase order and the applicable specifications so the goods will not be damaged if they are handled in the normal way.

7.2 Irrespective of whether the packaging is transport packaging, sales packaging or outer packaging, the Supplier shall comply with the obligations under the German Packaging Act. The Supplier shall take back packaging free of charge after use at the request of the Purchaser and reuse it or recycle it. The place of return of the packaging, if return is requested by the Purchaser, shall be the Purchaser's factory gate.

8. Notice of defects

The Customer shall check incoming deliveries for correct quantities, damage in transit and obvious defects, insofar and as soon as this is expedient in the ordinary course of business. Defects will be reported to the Supplier within a period of five working days of discovery. In this regard, the Supplier waives the argument of receiving delayed notice of defects. The Customer reserves the right to carry out more detailed checks on incoming goods.

9. Liability for defects

9.1 The Supplier warrants to the Customer that the ordered goods or services comply with the contractually agreed and usually assumed properties (i.e., compliance with the contractual and statutory provisions applicable to the delivery or service as well as the applicable technical guidelines and standards and the state of the art) and are free of defects and legal imperfections in title at the time of the passage of risk.

9.2 If the Customer informs the Supplier of the intended use and place of use of the goods and/or services to be supplied, the Supplier warrants that its delivery and service are suitable for that use and place.

9.3 If a defect or imperfection in title exists, the Customer shall be entitled to statutory warranty claims in its entirety.

9.4 In principle, the Customer shall have the right to select the manner of remedy. If the Supplier does not begin with subsequent remedy as part of the contract, i.e. rectification of defects or delivery of a substitute, as soon as the Supplier has been requested to do so by the Customer, the Customer shall have the right in these cases and also to avert danger or avoid/limit damage, to carry out the manner of remedy selected by the Customer, or to have it carried out by a third party, at the expense of the Supplier. The Customer shall have the same right if rectification of defects and/or delivery of a substitute fails or is refused.

9.5 Should any costs be incurred in connection with the defect or during rectification work following a defect, the Supplier shall cover these costs, in particular removal and installation costs, transport costs to and from the final destination and all other disadvantages (i.e. penalty claims from the Customer's client caused due to the defect), irrespective of whether the Supplier is responsible for the defect.

9.6 If claims are asserted against the Customer by a third party due to the infringement of third-party rights in connection with the Supplier's goods/services, the Supplier shall be obligated to indemnify the Customer against these claims at the first written request. The Supplier's obligation

to indemnify the Customer shall relate to all expenses necessarily incurred by the Customer from or in connection with the claims asserted against it by a third party.

9.7 Claims for defects shall become time-barred – except in cases of intention to deceive – in 30 months starting from when the goods were received at the place of performance and/or the work was accepted. If the Supplier meets its obligation to remedy a defect by supplying substitute goods, the period of limitation for said goods shall commence anew after they have been delivered.

10. Quality assurance

10.1 The Supplier undertakes to continuously monitor the quality of its goods by using a suitable quality assurance system, e.g., DIN EN ISO 9001 ff or a comparable system, and to conduct the quality checks and inspections specified by the Customer or which are otherwise appropriate during and after the manufacture of its goods. The Supplier shall document these inspections and retain this documentation for a period of ten years.

10.2 The Customer or a person engaged by the Customer has the right to demand proof that the delivery items and the quality assurance system of the Supplier are of the quality specified in the contract and also to satisfy themselves at all times that the quality and/or the way in which the checks and inspections are carried out at the plant of the Supplier or the sub-suppliers are adequate and also to undertake acceptances or an audit in the plant of the Supplier or its sub-supplier at the Supplier's expense.

10.3 Without being requested to do so, the Supplier shall immediately in the form set out in Section 1.3 inform the Customer of changes in the composition of the processed material or design of its goods or services. The changes shall require the written consent of the Customer.

10.4 Where the Supplier intends to arrange for goods or services to be provided wholly or mainly by a sub-supplier, the Supplier shall inform the Customer of this beforehand. In this case, the subcontracting requires the written approval of the Customer.

10.5 The quality assurance policy of the Customer disclosed to the Supplier and the quality assurance agreements concluded with the Supplier shall be part of the contract.

11. Marketing products and product liability

11.1 The Supplier undertakes to comply with the legal requirements that apply at its registered office and the place of performance.

11.2 If it supplies products which fall under the scope of application of a European Directive for first-time marketing, such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive, etc., the Supplier undertakes to comply with the relevant health and safety requirements and processes specified in them and issue the documents provided for in these. In the case of partly completed machinery according to the EC Machinery Directive No. 2006/42/EC, the Supplier shall provide the Customer with a declaration of incorporation according to Annex II B of the EC Machinery Directive in the form requested by the Customer (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Section 1.7.4 of Annex I of the EC Machinery Directive. The Supplier shall at the request of the Customer and as chosen by the Customer hand over to the Customer the risk assessment that the Supplier has produced or allow the Customer to inspect this.

11.3 If the Supplier is responsible for damage outside the supplied goods and claims are asserted against the Customer pursuant to product liability law, the Supplier shall be obliged to indemnify the Customer in this regard against claims for damages by third parties at the first time of request, if the cause of the damage is in the sphere of responsibility of the Supplier and the Supplier itself is liable in relation to third parties. As part of its liability, the Supplier is also obliged to reimburse any expenses incurred by the Customer from or in connection with a warning issued or recall conducted by the Customer. Where possible and reasonable, the Customer shall inform the Supplier of the content and scope of the measures to be performed and coordinate them with the Supplier. Other claims under product liability law shall remain unaffected.

11.4 The Supplier undertakes to take out product liability insurance with minimum cover of 1,000,000.00 euros per claim. The said insurance shall not prejudice the Customer's right to make more extensive claims for damages.

12. Safety at work, environmental protection and conflict minerals

12.1 The Supplier shall ensure that its goods and services satisfy environmental protection, accident prevention and occupational safety regulations that apply at the Customer's site or the other place of performance with which it is familiar as well as with other safety-related rules so that negative effects on people and the environment are avoided or reduced. The Supplier will set up a management system for this purpose, e.g., in accordance with DIN EN ISO 14001 or a comparable system. The Customer has the right, if required, to demand evidence of the management

system operated by the Supplier and to carry out an audit in the Supplier's company.

12.2 The Supplier undertakes to comply with the requirements of the EU regulation on chemicals REACH (EU Regulation No. 1907/2006), registration of the substances. The Customer is not obligated to obtain approval for a delivery item provided by the Supplier within the framework of the REACH regulation. Furthermore, the Supplier undertakes not to supply any delivery items that contain substances specified in Annexes 1 to 9 of the REACH regulation, the Council Decision 2006/507/EC (Stockholm Convention on persistent organic pollutants, EC Regulation 1005/2009 on substances that deplete the ozone layer, the Global Automotive Declarable Substance List (GADSL) and the RoHS Directive (2002/95/EC)) for products in accordance with the Supplier's field of application. The current version of all the named directives shall apply. Should the delivery items contain substances that are on the Candidate List of Substances of Very High Concern (SVHC list) as specified in REACH, the Supplier undertakes to notify this without delay. This shall also apply if substances that have previously not been listed are added to this list while deliveries are being made. Furthermore, the delivery items shall not contain asbestos, biocides, or radioactive material. Should the delivery items contain such substances, the Customer shall be notified of this in writing before the delivery, stating the substance, the identification number (e.g., CAS No.) and a current safety data sheet. The supply of these delivery items requires separate approval by the Customer.

12.3 The Supplier undertakes through appropriate measures in its organization and with reference to its own delivery chain to work towards ensuring that the products to be delivered to the Customer do not contain conflict minerals as defined by Sections 1502 and 1504 of the Dodd-Frank Act of the United States of America (including but not limited to columbite-tantalite (coltan), tin, wolframite, gold and their derivatives originating from the Democratic Republic of Congo and its neighboring states).

12.4 The Supplier has an obligation to indemnify the Customer from all liability in relation to the Supplier's non-compliance with the above regulations and/or to compensate the Customer for losses incurred as a result of the Supplier's non-compliance with the regulations or in relation to this.

12.5 Furthermore the Supplier shall observe the relevant rules for the disposal of waste and residual materials and make the Customer aware of any product treatment, storage, and disposal requirements.

13. Reservation of ownership, models, tools, and confidentiality

13.1 The Supplier's rights to reserve ownership are not recognized.

13.2 Where the Customer provides the Supplier with substances, parts, containers, etc., the Customer shall retain ownership of these. The processing or transformation of these parts shall be on behalf of the Customer. If the reserved goods are processed with other items that do not belong to the Customer, the Customer shall acquire joint ownership of the new object in proportion to the value of the Customer's property in relation to the other processed items at the time of processing.

13.3 Any models and tools which are produced by the Supplier at the Customer's expense shall become the property of the Customer upon payment for them. They shall be treated with care by the Supplier, used exclusively for manufacturing the ordered goods, indicated as property of the Customer and – where possible – stored separately from the other products of the Supplier, as well as insured at the expense of the Supplier against disasters such as fire, water, theft, loss, and other damage. The Supplier undertakes to carry out in a timely manner any maintenance and servicing work that may be required on the tools and to perform maintenance and repair work at the Supplier's own cost. Resale of the parts produced using these models and tools shall not be permitted without the express written approval of the Customer.

13.4 Documents, drawings, plans and sketches and other know-how of the Customer, which the Customer entrusts to the Supplier for producing the ordered delivery and/or service in whatever form, shall remain the property of the Customer. They are trade secrets of the Customer and shall be treated confidentially. The Supplier undertakes to treat them with care, to make them available only to employees who need them for fulfilling the contract and who are in turn obligated to maintain confidentiality, not to make them available to third parties, to make copies only for the purpose of executing the order, and to return all documents, including copies of them, to the Customer upon completion of the goods/services or, if requested by the Customer, to destroy them.

14. Data protection

The Customer is entitled to collect, store, use and (i.e. to partners in the legal transaction, authorities, banks, insurance companies, external consultants, service companies) transfer the Supplier's personal data, providing this is required for performing the legal transaction or consent has been obtained from the persons concerned. Such personal data shall be stored for as long as is necessary for the performance of the legal trans-

action, for as long as legal claims can be asserted based on the legal transaction, for the duration of statutory retention periods and for as long as official proceedings are pending in which the data are (may be) required. Insofar as the processing of data is based on the consent of the respective data subject, this consent may be revoked at any time. Persons concerned have the right to obtain information on the personal data stored about them and the purpose for which it is being processed and used. Any requests for information or the enforcement of further rights on the part of those concerned must always be submitted to the Customer and are provided within the framework of national legislation.

15. Origin of goods and export controls

15.1 If requested to do so by the Customer, the Supplier undertakes to provide proof of origin that complies with the valid legal requirements on the date on which it is issued. The Supplier shall provide this for the Customer free of charge. If long-term supplier declarations are used, the Supplier shall, when the purchase order is accepted, without being prompted to do so inform the Customer of changes in the originating status. The actual country of origin shall in every case be stated in the documentation for the transaction, even if there is no eligibility for preferential customs treatment.

15.2 The Supplier has an obligation to instruct the Customer about any authorization obligations that may exist if the Supplier's goods are (re-)exported, as required by German, European and US American legislation as well as other applicable export and customs requirements. For this purpose, unless this information is provided in the Supplier's quotation the Supplier shall provide this information in the order confirmation and in every invoice at the relevant items for the goods: the commodity code, the AL No. (export list number) of the current version of the EC Dual Use Regulation or Part I of the export list (Annex "AL" of the German Foreign Trade and Payment Regulation) and the ECCN (Export Control Classification Number) in accordance with US export legislation.

15.3 At the request of the Customer, the Supplier shall be obligated to inform the Customer in writing of all further foreign trade data related to the goods and its components, as well as inform the Customer immediately in writing of all changes to the data specified in Sections 16.1 and 16.2.

If the above details are not provided or are provided incorrectly, the Customer shall be entitled to terminate or cancel the contract without prejudice to further claims.

16. Cancellation and termination rights

16.1 The Customer may at any time terminate the order in writing by giving weeks' notice without any reason being required. In this case, the Supplier shall be entitled to the price for the services provided in accordance with the contract up to the date of termination against corresponding proof, whereby saved expenses must be deducted.

16.2 In addition to Customer's statutory rights of rescission or termination, the Customer is entitled to rescind or terminate the contract if a material deterioration of the Supplier's financial circumstances occurs or threatens to occur and the obligation to supply goods and services is jeopardized thereby. The Customer shall also be entitled to rescind or terminate the contract if the Supplier comes under the controlling influence of a competitor of the Customer.

16.3 The right of the parties to terminate the contract for cause according to § 314 BGB (German Civil Code) shall remain unaffected. In particular, in case Supplier, one of its officers, employees, agents or a person who is engaged by Supplier to market or distribute its products should violate the requirements in Section the human rights and environmental requirements as specified in Section 18.3, the Voith-Codex or an applicable Customer-Codex, or there is at least a respective, factually reinforced suspicion, the Customer shall be entitled to terminate the contract without notice unless the violation is negligible and is remedied by Supplier instantly and permanently.

17. Entrepreneurial responsibility

17.1 The Supplier declares its commitment within the scope of its corporate responsibility to ensuring that it complies with legal provisions, including environmental protection laws, regulations relating to labor law and legislation on the maintenance of employees' health, and does not tolerate child or forced labor in or in relation to the production and sale of its goods or the provision of its services. Upon accepting the order, the Supplier further confirms that it shall not commit or tolerate any form of bribery and corruption. In this context the Customer draws the Supplier's attention to the "VOITH Code of Conduct" that can be consulted at <http://www.Voith.com>. The Customer expects the Supplier to agree to comply with the rules and principles contained therein and provide assistance to ensure that these are observed.

17.2 More especially the Supplier undertakes to comply with the laws that apply in each case in respect of the general minimum wage and to impose this obligation to the same extent of its sub-suppliers. Furthermore, the

Supplier is obligated to comply with the export law provisions applicable in Germany and the EU. The Supplier shall furnish proof that the above assurance has been complied with, if requested to do so by the Customer. If the above assurance is not adhered to, the Supplier shall indemnify the Customer against claims by third parties and undertakes to reimburse fines imposed on the Customer in connection with this.

17.3 Supplier undertakes to comply with the following human rights and environmental requirements:

- Prohibition of child labor concerning compliance with the minimum age for admission to employment in accordance with ILO Convention No. 138 and concerning the prohibition of and immediate action for the elimination of the worst forms of child labor in accordance with Art. 3 ILO Convention No. 182;
- Prohibition of the employment of persons in forced labor in accordance with ILO Convention No. 29;
- Prohibition of all forms of slavery, slave-like practices, servitude or oppression in the workplace environment.
- Compliance with applicable occupational health and safety obligations in accordance with law at the place of employment;
- Prohibition of disregard for freedom of association;
- Prohibition of unequal treatment in employment on the basis of nationality, ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion, belief, unless justified by the requirements of employment;
- Prohibition of withholding a fair wage;
- Prohibition of environmental pollution concerning soil, water, air, harmful noise emission or excessive water consumption;
- Prohibition of unlawful eviction, as well as unlawful deprivation of land, forests and waters in the acquisition, construction or other use of land, forests and waters, the use of which secures the livelihood of a person;
- Prohibition of the hiring or use of private or public security forces for the protection of the entrepreneurial project, which in doing so use torture and cruel, inhuman or degrading treatment, injuring life or limb, or disregarding the freedom of association and union;
- Prohibition of an act or omission in breach of duty going beyond the above-mentioned infringing acts, which is directly capable of impairing a protected legal position in a particularly serious manner and the illegality of which is obvious;
- Prohibition of the production and use of mercury and mercury compounds as well as the treatment of mercury waste in accordance with the provisions of the Minamata Convention (Art. 4 para. 1 and Annex A Part I, Art. 5 para. 2 and Annex B Part I, Art. 11 para. 3);
- Prohibition of the production and use of chemicals and the non-environmentally sound handling, collection, storage, and disposal of waste in accordance with the provisions of the applicable legal system under the Stockholm Convention on Persistent Organic Pollutants (23.05.2001, 06.05.2005) and EU Regulation on Persistent Organic Pollutants 2021/277 (Art. 3 para 1a and Annex A, Art. 6 para 1d (i), (ii)).
- The following prohibitions under the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (22.03.1989 and 06.05.2014): Prohibition of export of hazardous and other wastes under Art. 1 (1), 2 of the) under Art. 4 (1b), (1c), (5), (8) p.1, Art. 4A, and Art. 36 of Regulation (EC) No. 1013/2006; Prohibition of import of hazardous and other wastes from a non-Party to the Basel Convention (Art. 4 (5)).

In the event, that the human rights and environment-related requirements for the Customer change, Supplier shall agree to an adjustment of this Section 18.3 that implements the change in the human rights and environment-related requirements. The Customer shall notify Supplier of the changes to the human rights and environment-related requirements in writing or text form without delay.

Supplier shall address the human rights and environmental requirements mentioned in this Section 18.3 in an appropriate manner vis-à-vis its own sub-suppliers and further-more along its own entire supply chain and ensure their compliance by its own sub-suppliers or, in the event of existing violations of human rights or environmental obligations, their termination by means of suitable contractual provisions. This shall also include, to the extent legally possible and reasonable, serious efforts to enter into an agreement that ensures the passing on of this obligation by Supplier's direct suppliers to Supplier's own suppliers.

Supplier further undertakes to carefully select its suppliers, in particular regarding the human rights and environmental requirements pursuant to this Section 18.3 and shall adequately investigate any indications of violations of the human rights and environmental requirements and take them into account in the selection of suppliers.

17.4 The Customer has the right to verify compliance with the human rights and environmental requirements mentioned in Section 18.3 by carrying out on-site inspections at Supplier's site and or its production site (audit right). The Customer may exercise the audit right through its own employees, through a third party commissioned by the Customer (e.g. a lawyer or auditor) or by using recognized certification or audit systems. The Customer will notice Supplier of such audit with reasonable written advance notice, unless there is imminent danger or the notice would endanger, significantly reduce or eliminate the effectiveness of the audit. The audit right shall in principle be exercised during normal business hours at the business or production premises of Supplier. Supplier undertakes to make documents, records, names of sub-suppliers within the supply chain and as far as known ("Supply Chain Documentation") requested by the Customer available for inspection by Voith for an appropriate period, but at least for [ten] working days, ("Audit Period"). At the Customer's request, Supplier shall also make the Supply Chain Documentation available at its own expense in a suitable online data room that complies with current IT security standards for the Audit Period and grant Customer access from its own business premises. In addition, Supplier will grant Customer access to its employees and officers, e.g., to enable interviews to be conducted to exercise the right to audit. Data protection requirements must be complied with when Customer exercises the audit right, and the protection of business secrets of Supplier must be considered insofar as this does not conflict with the fulfillment of legal obligations by Customer.

17.5 At Customer's request, Supplier shall support and enable training and further education by Customer for compliance with the human rights and environmental requirements as specified in Section 18.3, shall name its own relevant employees, and ensure their participation in the training and further education to the extent legally possible. The details of the organization and implementation of training and further education in accordance with this Section 17.5 shall be agreed upon by Customer and Supplier on a case-to-case basis. In doing so, the interests of Supplier regarding the type and duration of the training courses, their frequency and the group of participants shall be considered appropriately so that an excessive burden on Supplier is avoided. The training courses can take the form of e-learning, online format, or face-to-face events.

18. General provisions

18.1 Persons who work on the Customer's premises or on the premises of companies associated with the Customer to perform the contract must observe the terms of the respective work rules. Liability for accidents that befall these persons on works premises shall be excluded unless they have been caused by deliberate or grossly negligent infringement of obligations on the part of our statutory representatives or their vicarious agents.

18.2 The use of inquiries, purchase orders and the associated correspondence for advertising purposes is not permitted. The Supplier shall only be allowed to use the business relationship with the Customer or use the Customer as a reference with the prior written permission of the Customer.

18.3 The Supplier may not assign its claims or rights under a contract with the Customer without the express written approval of the Customer.

18.4 The parties shall only be entitled to set-off rights and rights of retention if their counterclaims have been legally established or are undisputed.

18.5 German law alone shall govern the contractual relationship with conflicts of law and the United Nations Convention on the International Sale of Goods (CISG) being excluded.

18.6 The legal venue for both parties is the competent court at the Customer's registered office. The Customer may also take legal action at the Supplier's place of business.

18.7 If individual provisions of these conditions are or become invalid in full or in part, this shall not affect the remaining provisions.