

# General Terms and Conditions of Purchase of Stengel GmbH

## 1. Scope of application

1. These General Terms and Conditions of Purchase shall apply to all business transactions between Stengel GmbH (hereinafter referred to as "Stengel") and the supplier. They shall only apply if the supplier is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.
2. These General Terms and Conditions of Purchase apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter "goods"), irrespective of whether the supplier manufactures the goods itself or purchases them from suppliers, sections 433, 650 BGB. These General Terms and Conditions of Purchase also apply accordingly to plant output and services. Acceptance of the delivered products shall be replaced by acceptance in the case of plant output and by receipt of the service in the case of services.
3. These General Terms and Conditions of Purchase apply exclusively. Any general terms and conditions of the supplier that either conflict with, supplement or deviate from these General Terms and Conditions of Purchase shall not become part of the contract unless Stengel has expressly agreed to their application in writing. These General Terms and Conditions of Purchase shall also apply if Stengel accepts a delivery from the supplier unconditionally despite being aware of the supplier's conflicting, additional or deviating terms and conditions or if the supplier refers to its General Terms and Conditions in its order confirmation and Stengel does not expressly object thereto.
4. Individual agreements and specifications in Stengel's order shall take precedence over these General Terms and Conditions of Purchase. Any agreements that either conflict with, supplement or deviate from these General Terms and Conditions of Purchase and that are concluded between Stengel and the supplier for the performance of the contract shall be recorded in writing. This also applies to the cancellation of this written form requirement.
5. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these General Terms and Conditions of Purchase.

## 2. Conclusion of contract and contract amendments, Performance of the contract

1. Offers, drafts, plans, cost estimates, samples and specimens of the supplier shall be free of charge for Stengel. At Stengel's request, the supplier shall take them back immediately and at its own expense.
2. An order shall only become binding once it has been placed in writing by Stengel or, in the case of an oral order, duly confirmed in writing by the supplier. An order created with the aid of automatic equipment, which does not include a signature and name, is deemed to be in writing. Insofar as the order contains obvious errors, typing or calculation errors, it shall not be binding on Stengel.
3. The supplier shall inform Stengel in writing prior to the conclusion of the contract if the ordered products are subject to export controls or other restrictions on marketability under the regulations applicable in the Federal Republic of Germany. In the event of improper information, in particular non-information, incorrect, incomplete or untimely information, Stengel shall be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set by it and irrespective of any fault on the part of the supplier. The same applies if the products are subject to export controls or other restrictions on marketability. Any further claims of Stengel shall remain unaffected.
4. The supplier must issue a written order confirmation without delay, at the latest one week after receipt of the order, in which the price and delivery time are expressly stated. Deviations in the order confirmation from the order shall only be deemed to have been agreed once they have been confirmed by Stengel. The same applies to subsequent amendments to the contract.
5. If Stengel has concluded a framework agreement with the supplier for future deliveries, an order placed by Stengel shall be binding unless the supplier objects to it within three working

days of receipt. Otherwise, Stengel shall be bound by its own orders for one week after receipt of the order by the supplier, unless Stengel's order expressly provides for a different binding period.

6. Stengel's silence in response to offers, requests or other declarations by the supplier shall only be deemed to constitute consent if this has been expressly agreed in writing in advance.
7. Order confirmations, dispatch notes, consignment notes, delivery notes, invoices and other correspondence from the supplier must contain the order data, in particular the order number, order date and supplier number.
8. If it becomes apparent during the performance of a contract that deviations from the originally agreed specification are necessary or expedient, the supplier shall inform Stengel thereof in writing without delay and submit proposals for changes. Stengel shall inform the supplier whether and which changes the supplier has to make to the original order. Stengel shall be entitled to change the order at any time, in particular with regard to the composition of the products, unless this is unreasonable for the supplier. In such cases, the supplier shall be granted a reasonable period of time to make the necessary changes to production. If the costs incurred by the supplier in performance of the contract change as a result of these amendments, the contracting parties shall negotiate a corresponding adjustment to the price. If no agreement on a price adjustment is reached within eight weeks of a written request for negotiations, Stengel shall be entitled to terminate the contract without notice.
9. If the supplier files an application to open insolvency or comparable proceedings against its own assets or if the substantiated application by a third party to open insolvency or comparable proceedings against the supplier's assets is rejected for lack of assets, Stengel shall be entitled to rescind the contract in whole or in part.

## 3. Packaging, dispatch, delivery and acquisition of ownership

1. The supplier shall comply with Stengel's specifications for the dispatch of the products, in particular the applicable transport, packaging and delivery regulations. Delivery must be made in packaging appropriate to the type of product. In particular, the products must be packaged in such a way that transport damage is avoided. Packaging materials are only to be used to the extent necessary for this purpose. Only environmentally friendly and recyclable packaging materials may be used. The supplier must label the packaging with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular the order number, order date and supplier number. When delivering sheet metal, the total weight per pallet, i.e. material and pallet, must not exceed three tonnes. The weight of the pallet, i.e. the total weight minus the material, must not exceed 50 kilograms. If the permissible weight is exceeded, Stengel shall be entitled to reduce the invoice amount accordingly.
2. The dispatch of the products must be notified immediately.
3. All deliveries must be accompanied by a single copy of a delivery note stating the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular the order number, order date and supplier number.
4. Deliveries can only be made on weekdays during normal business hours from Monday to Thursday from 7.00 am to 4.00 pm and on Fridays from 7.00 am to 12.00 pm.
5. When delivering the products, the supplier must in particular observe the Hazardous Substances Ordinance (GefStoffV), in particular to package and label the products concerned accordingly and to expressly refer to hazardous substances in the delivery note.
6. The products shall become the property of Stengel immediately and unencumbered upon handover. The supplier guarantees that he is authorised to resell and transfer ownership.

## 4. Delivery time

1. The delivery periods and dates stated in the order or otherwise agreed are binding. If the delivery period is not specified in the order in individual cases and has not been agreed otherwise

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- between the parties, it shall be 1 week from conclusion of the contract. The delivery periods run from the date of the order. The products must be received at the delivery address specified by Stengel within the delivery period or by the agreed delivery date.
- If it becomes apparent to the supplier that the delivery time cannot be met, the supplier shall notify Stengel immediately in writing, stating the reasons and the expected duration of the delay.
  - If the supplier fails to perform or fails to perform on time or is in default, Stengel's rights, in particular to rescission and damages, shall be determined in accordance with the statutory provisions. The provision in Section 4.4 of these General Terms and Conditions of Purchase shall remain unaffected.
  - In the event of delay on the part of the supplier, Stengel shall be entitled to demand a contractual penalty of 0.5% of the net order value for each calendar week of delay commenced, up to a maximum of 5% of the net order value, unless the supplier is not responsible for the delay in delivery. Stengel reserves the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or significantly less damage has been incurred. The contractual penalty shall be set off against the damage caused by delay to be compensated by the supplier.
  - Stengel must assert the contractual penalty at the latest with the final payment. Excluded are cases of force majeure. Any further claims of Stengel shall remain unaffected. Stengel's claim for delivery shall only be excluded if the supplier pays compensation in lieu of delivery at Stengel's request. Acceptance of the delayed delivery does not constitute a waiver of claims for damages or the contractual penalty.
  - Delivery prior to the agreed delivery date shall only be permitted with Stengel's prior written consent. Stengel shall be entitled to store prematurely delivered products at the supplier's expense or to return them at the supplier's expense, unless the premature delivery exceeds a maximum period of three calendar days.

### 5. Prices and payment

- The price stated in the order is binding and is understood to be "free place of use". Unless otherwise agreed in writing, the price shall include in particular the costs of packaging, shipping equipment, transport and insurance to the delivery address specified by Stengel as well as customs duties and other public charges. The statutory value added tax is included in the price unless it is expressly designated as a net price. Insofar as the shipping and transport costs are not included in the price in individual cases and the assumption of the shipping and transport costs by Stengel has been agreed in writing, this shall only apply to the costs in the amount of the cheapest shipping and transport method, even if faster transport should be necessary to meet the agreed delivery periods and dates.
- Stengel shall be entitled to determine the type of packaging, the means of transport, the transport route and the transport insurance. The supplier is obliged to take out transport insurance with worldwide cover and an appropriate sum insured of at least the relevant value of the goods. Unless otherwise agreed, the supplier shall bear the costs of transport insurance. Upon request, the supplier shall provide Stengel with evidence of the existing transport insurance without delay.
- If a VAT-exempt delivery is considered, the supplier must provide the necessary evidence, insofar as the evidence is attributable to his area of responsibility. For deliveries within the European Union, the supplier must provide his VAT ID number in writing without being requested to do so, provide evidence of his entrepreneurial status and co-operate in the accounting and documentary proof of export.
- Stengel shall receive the supplier's invoice in duplicate. The invoice may not be enclosed with the delivery but must be sent separately. Invoices without an order number, order date or supplier number shall be deemed not to have been received for lack of processing capability.
- Payment shall be made after acceptance of the products and receipt of the invoice within 14 days with a 3% discount or within 30 days net. Payment is made subject to the reservation of invoice verification. Stengel shall also be entitled to make payment by cheque or bank transfer at its own discretion.

- Stengel shall be entitled to offset & retention rights as well as the defence of non-performance of the contract to the extent permitted by law. In particular, Stengel shall be entitled to withhold due payments as long as Stengel is still entitled to claims against the supplier arising from incomplete or defective deliveries. In the event of early delivery of the products, the payment period shall commence at the earliest on expiry of the delivery period or on the agreed delivery date. If the supplier is required to provide material tests, test reports, quality documents or other documents, acceptance of the products shall only trigger the payment period if the documents owed are handed over to Stengel at the latest upon acceptance. In the event of default in payment, the supplier shall, without prejudice to its other rights, be entitled to rescind the contract after the fruitless expiry of a reasonable grace period set by the supplier after the default in payment has occurred, unless Stengel is not responsible for the default in payment. At Stengel's request, the supplier shall be obliged to make a binding declaration within a reasonable period of time as to whether it will withdraw from the contract after the expiry of the deadline due to the delay in payment or whether it will adhere to the contract.

### 6. Transfer of risk

- The supplier shall bear the risk of accidental loss and accidental deterioration of the products until they are handed over to Stengel. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance.
- If the supplier is obliged to install or assemble the products at Stengel's premises, the risk of accidental loss and accidental deterioration of the products shall not pass to Stengel until the products have been installed or assembled. This shall also apply if Stengel has assumed certain services, such as transport costs.

### 7. Warranty, claims for defects and guarantees

- Stengel's rights in the event of material defects and defects of title of the goods, including incorrect and short delivery as well as improper assembly/installation or defective instructions, and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions and, exclusively in favour of Stengel, by the following provisions: The supplier guarantees that the delivered products comply with the approved samples as well as the relevant legal provisions and the regulations & guidelines of authorities, trade associations and professional organisations. The supplier shall indemnify Stengel against all third-party claims asserted against Stengel or its customers due to non-conformity with the approved samples or the violation of these provisions, unless the supplier is not responsible for the non-conformity with the approved samples or the violation of these provisions or regulations. Stengel shall be informed immediately in writing of any reservations the supplier has regarding the fulfilment of the order requested by Stengel.
- In particular, the supplier guarantees compliance with Ordinance (EC) No. 1907/2006 (REACH). The supplier shall comply with any existing notification, authorisation, registration and approval obligations under this ordinance. If any obligations remain for Stengel as a result of improper fulfilment of obligations by the supplier, the supplier shall indemnify Stengel in full against the costs incurred in this respect, unless the supplier is not responsible for the improper fulfilment of obligations. The supplier shall also be obliged to fulfil the labelling and information obligations applicable to the delivered products properly, completely and in good time without any further request. In addition, the supplier shall provide Stengel with the safety data sheets in accordance with Ordinance (EC) No. 1907/2006 (REACH) before the first delivery without being requested to do so. This information is an essential quality of the purchased item. In addition, the supplier guarantees to comply with the requirements of Directive 2011/65/EU on the Restriction of Hazardous Substances (RoHS) and Directive 2012/19/EU on Waste from Electric and Electronic Equipment (WEEE) as well as the requirements of the national

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- implementations, in particular the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (ElektrostoffV) and the Electrical and Electronic Equipment Act (ElektroG), as well as the Packaging Ordinance. The RoHS conformity of the contractual products must be declared in writing to Stengel by the supplier prior to the first delivery, the packaging of the products must be labelled accordingly, and the RoHS conformity must be confirmed in the delivery note with the reference "RoHS-compliant". The supplier guarantees that no conflict minerals have been used in the manufacture of the products supplied, i.e. minerals for which there is a suspicion that the proceeds from their extraction are used to finance armed groups or conflicts, in particular tin, tantalum, tungsten and their derivatives as well as gold from the Democratic Republic of Congo (DRC) or its neighbouring countries. The supplier shall ensure the use of conflict-free minerals by only using minerals from certified smelting operations and only purchasing products from its suppliers that demonstrably contain no conflict minerals. At Stengel's request, the supplier shall immediately provide suitable documentation to prove that the products to be supplied contain only conflict-free minerals, i.e. in particular minerals from certified smelting operations. At Stengel's request, the supplier shall be obliged to submit a written declaration of compliance with the requirements set out in this provision without delay. The supplier guarantees that the products are tested in accordance with the requirements of the applicable EC directives and EC safety standards and are only supplied in a tested version. The supplier shall provide Stengel with the legally binding signed declaration of conformity (CE declaration) and a certificate of origin for the products prior to the first delivery. The supplier shall inform Stengel in writing without delay and without being requested to do so if the information in the declaration of conformity or the certificate of origin for the products is no longer correct.
3. The statutory provisions (sections 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Stengel's duty to inspect shall be limited to defects that become apparent during Stengel's incoming goods inspection by external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery) or that are recognisable during quality control by random sampling. If acceptance has been agreed, there is no obligation to inspect. Furthermore, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking the circumstances of the individual case into account. Stengel's obligation to give notice of defects discovered at a later date shall remain unaffected. Notwithstanding the duty to inspect, Stengel's complaint (notice of defects) shall in any case be deemed to be immediate and timely if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery. In the case of deliveries consisting of a large number of identical products, Stengel shall inspect a reasonable quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be inspected is reduced by an appropriate amount. If individual samples of a delivery are defective, Stengel may, at its own discretion, demand that the defective items be sorted out by the supplier or assert claims for defects in respect of the entire delivery. If, as a result of defects in the products, it becomes necessary to inspect the products beyond the usual scope of the incoming goods inspection, the supplier shall bear the costs of this inspection. In the event of delay or loss of the notification, timely dispatch shall suffice.
  4. If Stengel has concluded a framework agreement with the supplier, the supplier shall be obliged to maintain a suitable quality management system and to manufacture and test the products to be supplied in accordance with this quality management system. If the supplier procures production or testing equipment, software, services, materials or other pre-supplies from upstream suppliers for the manufacture or quality assurance of the products to be delivered, it shall contractually include these in its quality management system or ensure the quality of the pre-supplies itself. In particular, the supplier shall carry out its own material tests. The supplier shall keep records of the implementation of the quality assurance measures and keep these records and any samples of the products to be supplied in a clearly organised manner. It shall grant Stengel access to the necessary extent, explain the records and hand over copies of the records and any samples. Stengel shall check immediately after acceptance of the products, insofar as this is feasible in the ordinary course of business, whether they correspond to the ordered quantity and type and whether there is any externally recognisable transport damage. If a defect is discovered during these inspections or later, Stengel shall notify the supplier of this within two weeks of the inspection or discovery. There is no further incoming goods inspection. Stengel shall notify the supplier of any defects that are not immediately recognisable within 10 days of their discovery.
  5. If the delivered products are not marketable due to defects in accordance with the relevant legal provisions or are to be disposed of properly by Stengel, Stengel shall be entitled to dispose of them at the supplier's expense.
  6. In the event of defects in the products, Stengel shall be entitled, without prejudice to the statutory claims for defects, to demand, at its own discretion, either the elimination of the defects or the delivery of defect-free products by the supplier as subsequent fulfilment. The supplier shall bear the expenses necessary for the purpose of subsequent fulfilment. This shall also apply if the products have been taken to a place other than the delivery address specified by Stengel after delivery in accordance with their intended use. If the supplier fails to fulfil its obligation to provide subsequent performance within a period of one week set by Stengel, Stengel may carry out the necessary measures itself or have them carried out by a third party at the supplier's expense and risk, unless the supplier is not responsible for the failure to provide the performance owed upon expiry of the grace period. The setting of a deadline shall be dispensable in particular if the supplier refuses both types of subsequent fulfilment or if the subsequent fulfilment to which Stengel is entitled has failed or is unreasonable for Stengel. Subsequent fulfilment by the supplier shall be unreasonable for Stengel in particular if Stengel has already delivered the defective products to third parties. Furthermore, the setting of a deadline is not required if the supplier seriously and definitively refuses performance or if special circumstances exist which justify the immediate assertion of the claim for defects after weighing up the interests of both parties. Special circumstances in this sense shall be deemed to exist in particular in urgent cases in which subsequent fulfilment by the supplier is unlikely to eliminate the imminent disadvantage to Stengel. In this case, Stengel shall be entitled to take the necessary measures at the supplier's expense and risk even without the unsuccessful expiry of a reasonable grace period, provided that Stengel notifies the supplier thereof.
  7. Acceptance of the products and the processing, payment and reordering of products that have not yet been recognised and reported as defective shall not constitute approval of the delivery or a waiver of claims for defects by Stengel.
  8. The limitation period for Stengel's claims for defects shall be 36 months from the date of delivery of the products. If the defective products have been used for a building in accordance with their normal use and have caused its defectiveness or if it is a defect in a building, the limitation period is five years.
  9. Suppliers of products requiring spare parts shall be obliged to supply Stengel with the necessary spare parts, accessories and tools for a further period of ten years after expiry of the limitation period at the previous prices plus compensation for currency devaluation.
  10. Further guarantees of the supplier remain unaffected. Otherwise, in the event of a material defect or defect of title, Stengel shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. Stengel is also entitled to statutory claims for damages and reimbursement of expenses.
- ### 8. Serial damage
1. Serial damage is to be assumed if more than 5% of the products in a batch have the same defects. In particular, serial damage also includes products from the batch in question that have already been processed, remodelled or otherwise installed.
  2. In the event of serial damage, the supplier shall be obliged, at Stengel's discretion, to deliver a replacement or to remedy the defect with regard to the entire batch concerned and to compensate for all damage resulting from the serial damage, in particular to compensate for foreseeable consequential damage

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and indirect damage, unless the supplier is not responsible for the breach of duty. Indirect damage also includes the costs of a recall campaign.

3. The supplier shall support Stengel to the best of its ability in all measures in connection with a serial defect that Stengel deems necessary.

### 9. Product liability

1. The supplier shall be obliged to indemnify Stengel against third-party claims arising from domestic and foreign product liability, unless the supplier is not responsible for the product defect and the damage incurred under product liability law principles. Any further claims of Stengel shall remain unaffected.
2. Within the scope of this indemnification obligation, the supplier shall in particular also reimburse Stengel for any expenses arising from or in connection with a warning, replacement or recall action carried out by Stengel. Stengel shall inform the supplier of the content and scope of the measures to be taken, insofar as this is possible and reasonable, and give the supplier the opportunity to comment. The supplier shall support Stengel to the best of its ability in the measures to be carried out and shall take all reasonable measures ordered by Stengel.
3. The supplier is obliged to take out and maintain liability insurance with worldwide cover and a sum insured appropriate for the products of at least € 3 million per personal injury for each individual person and at least € 5 million per property damage for the duration of the business relationship. The supplier hereby assigns to Stengel the claims arising from the liability insurance together with all ancillary rights. Stengel hereby accepts this assignment. If an assignment is not permitted under the insurance contract, the supplier hereby instructs the insurer to make any payments only to Stengel. This shall not affect any further claims of Stengel. Upon request, the supplier shall provide Stengel with evidence of the conclusion and existence of liability insurance. The supplier shall refrain from any action or omission that could jeopardise the insurance cover.
4. If the supplier fails to properly fulfil its obligation under paragraph 3, Stengel shall be entitled, but not obliged, to take out liability insurance at the supplier's expense.

### 10. Property rights of third parties

1. The supplier warrants that the delivery and use of the products does not infringe any domestic or foreign patents, utility models, licences or other industrial property rights and copyrights of third parties. This does not apply if the products were developed by Stengel.
2. If claims are asserted against Stengel or its customers by a third party for infringement of such rights due to the delivery and use of the products, the supplier shall be obliged to indemnify Stengel against such claims. The indemnification obligation relates to all expenses incurred by Stengel in connection with the utilisation. In particular, Stengel shall be entitled to obtain authorisation to use the products from the third party at the supplier's expense. The obligation to indemnify shall not apply if the supplier proves that it is neither responsible for the infringement of the industrial property rights of third parties nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care.

### 11. Force majeure

1. If Stengel is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, Stengel shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being obliged to pay damages to the supplier. The same shall apply if Stengel's performance of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which Stengel is not responsible, in particular due to industrial action, official measures, energy shortages or significant operational disruptions. Stengel may refuse to accept the products if such circumstances hinder the sale of the products as a result of a

fall in demand. This shall also apply if such circumstances occur at a time when Stengel is in default of acceptance.

2. Stengel shall be entitled to withdraw from the contract if such an impediment lasts for more than four months and Stengel no longer has any interest in the fulfilment of the contract as a result of the impediment. At the supplier's request, Stengel shall declare after expiry of the deadline whether Stengel will exercise its right of cancellation or accept the products within a reasonable period of time.

### 12. Liability of Stengel

1. Stengel shall be liable without limitation for damages resulting from the breach of a guarantee or from injury to life, limb or health. The same shall apply in the event of intent and gross negligence or if Stengel has assumed a procurement risk. Stengel shall only be liable for slight negligence if material obligations are breached which arise from the nature of the contract and which are of particular importance for the fulfilment of the purpose of the contract. In the event of a breach of such obligations, default and impossibility, Stengel's liability shall be limited to such damage as must typically be expected to occur under the contract. Mandatory statutory liability for product defects remains unaffected.
2. To the extent that Stengel's liability is excluded or limited, this shall also apply to the personal liability of Stengel's employees, workers, staff, representatives and vicarious agents.

### 13. Confidentiality

1. The parties are obliged to keep secret for a period of five years from delivery all information which they become aware of and which is designated as confidential or which is recognisable as business or trade secrets according to other circumstances, and not to record, pass on or exploit it, unless this is necessary for the business relationship.
2. The confidentiality obligation shall not apply if the information was demonstrably already known to the receiving party prior to the commencement of the contractual relationship or was generally known or generally accessible prior to the commencement of the contractual relationship or becomes generally known or accessible through no fault of the receiving party. The receiving party bears the burden of proof.
3. The parties shall ensure by means of suitable contractual agreements with the employees and agents working for them, in particular their freelance employees and the contractors and service providers working for them, that they also refrain from any exploitation, disclosure or unauthorised recording of such business and trade secrets for a period of five years from delivery.

### 14. Final provisions

1. The supplier shall only be authorised to transfer rights and obligations to third parties or to have an order or essential parts of an order executed by third parties with the prior written consent of Stengel.
2. Payments are only made to the supplier. The supplier shall only be entitled to offset counterclaims if they have been legally established or are undisputed. The supplier may only assert a right of retention if its counterclaim is based on the same contractual relationship.
3. The supplier's subcontractors shall be deemed to be the supplier's vicarious agents. They shall be communicated to Stengel in writing immediately upon request.
4. These General Terms and Conditions of Purchase and the legal relationship between the supplier and Stengel shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. The exclusive place of jurisdiction for all disputes arising from the business relationship between the supplier and Stengel shall be the registered office of Stengel. Stengel shall also be entitled to bring an action at the supplier's registered office or at any other permissible place of jurisdiction. Overriding statutory

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provisions, in particular regarding exclusive responsibilities, remain unaffected.

6. Unless otherwise agreed, the place of fulfilment for all services provided by the supplier and Stengel shall be Stengel's registered office.
7. The contract language is German.
8. Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part or should there be a gap in these General Terms and Conditions of Purchase, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a gap, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Purchase shall be deemed to have been agreed if the contracting parties had considered the matter from the outset.

Last updated: 03/2025