

GENERAL TERMS AND CONDITIONS OF PURCHASE OF TROESTER GMBH & CO. KG

As of June 2024

§ 1 General Provisions

§ 1.1. The following provisions apply to all orders placed by TROESTER GmbH & Co. KG - hereinafter referred to as TROESTER - unless otherwise expressly agreed to. This expressly excludes the conditions of the Supplier, the Supplier's general terms and conditions of business or the Supplier's confirmation of order that may deviate from this order and/or these General Terms and Conditions of Purchase. The unreserved acceptance of confirmations of orders or deliveries in no way implies recognition of such conditions.

§ 1.2. These General Conditions of Purchase apply solely to enterprises, juristic persons in terms of public law or special funds in terms of public law.

§ 1.3. Upon initial delivery according to these terms and conditions of purchase, the Supplier acknowledges the exclusive applicability of these Terms and Conditions to all further orders.

§ 1.4. Orders and contracts are only binding if they are made in writing (written, by telefax or email) or have been confirmed in writing.

§ 1.5. Should the Supplier not accept an order placed by TROESTER within 2 (two) weeks of receipt, TROESTER is no longer bound by the offer.

§ 1.6. Agreements of any form, as well as amendments and additions, must be made in writing. TROESTER only considers oral agreements to be binding if they are confirmed by TROESTER in writing.

§ 1.7. All correspondence regarding an offer and/or order shall be directed to the responsible Purchaser only and identified by means of the order number and/or other reference numbers (e.g. project number).

§ 1.8. No remuneration shall be granted for visits or the drafting of quotations, projects, etc. unless agreements to the contrary are made in writing.

§ 1.9. In the case of devices, a technical description and an operating manual (instruction manual) as well as any additional documents that may be required to facilitate the use of the device shall be supplied at no additional charge. In the case of machines, assemblies and/or components that are manufactured for TROESTER specifically in accordance with our specifications, all design documentation, parts lists, CE-Declarations of Incorporation, etc. shall be supplied upon delivery. In the case of software products, the obligation of the Supplier is only fulfilled once the complete (system engineering and user) documentation in this regard has been delivered. In the case of computer programs specifically created for TROESTER, the computer program shall also be supplied in its source format when the computer program is delivered. Unless otherwise agreed to, all the above-mentioned documents must be supplied in German as well as English.

§ 2 Delivery and Shipment

§ 2.1. Costs of shipping - including packaging, insurance and any other incidental expenses - are for the account of the Supplier unless an agreement expressly to the contrary has been made.

Further information is to be found at the supplier portal at [Supplier | TROESTER](#) regarding the following items:

- Shipping Instructions
- Delivery and Packaging Instructions
- Quality Assurance
- Approval Form/Registration of New Supplier
- Approval Form/Registration of New Supplier: Supplementary Questions Related to the PED (Pressure Equipment Directive)
- Supplier Code of Conduct

TROESTER declares that is Exempt from Freight Forwarding, Logistics and Warehousing Liability Insurance (SLVS)

§ 2.2. Should TROESTER incur additional costs as a result of a failure to implement the above-mentioned shipping guidelines or other instructions, these shall be for the account of the Supplier. This applies in particular to forwarding invoices in the case of deliveries ex works (Incoterms 2020). No forwarding invoices are accepted if these deviate from the TROESTER shipping instructions in the supplier portal.

§ 3 Delivery Deadlines, Delivery Periods and Delivery Quantities

§ 3.1. The delivery details or delivery periods stated in the orders are binding and are applicable on arrival at the place of performance.

§ 3.2. Should the Supplier determine that the periods agreed to cannot be met, then the Supplier shall immediately provide notice in writing regarding the reasons for and duration of the delay. The Supplier shall disclose the measures that shall be taken by the Supplier to limit the damages resulting from the delay in delivery to the minimum possible. The liability of the Supplier due to default/delay remains unaffected.

§ 3.3. Should the Supplier default, TROESTER is entitled to exercise its statutory rights. Should the Supplier also fail to deliver or perform within the period of grace as specified by TROESTER after the due date, then TROESTER is furthermore entitled to terminate the agreement. TROESTER retains this right of rescission even if the Supplier is not responsible for this breach of duty. Should TROESTER incur additional costs arising from the procurement of the subject matter of the agreement by other means as a result of the default, such costs shall be for the account of the Supplier.

§ 3.4. TROESTER is entitled to refuse to accept goods that are not supplied within the delivery period specified in the order, and to return said goods at the expense and risk of the Supplier, or to store the goods at a third party.

§ 3.5. The Supplier may only rely on the absence of required documentation that is to be supplied by TROESTER if the Supplier has furnished a written reminder and has not received the documentation immediately.

§ 3.6. The quantities ordered by TROESTER are to be fulfilled in full. Partial quantities are only permitted if permission is obtained in writing. In the case of deliveries in part, the delivery note shall be compiled accordingly. It must be possible to determine the total quantity as well as the partial quantity from the delivery note.

§ 4 Quality

§ 4.1. The supplier shall be responsible for ensuring that the deliveries and services are free of defects, in particular that the agreed product and service specifications are complied with, as well as the existence of contractually guaranteed characteristics and attributes.

§ 4.2. The Supplier guarantees and represents to TROESTER that all objects supplied and all services performed by the Supplier at the time of delivery conform to the current state-of-the-art, relevant statutory provisions, especially the safety and environmental protection regulations including regulations regarding hazardous substances, and the specifications and regulations of local authorities, trade associations and professional associations. All relevant certificates, test certificates and supporting documents are to be supplied free of charge. Should deviations from these regulations be necessary in individual cases, then the Supplier is obliged to obtain the permission of TROESTER in writing. The guarantee and warranty obligation of the Supplier is not affected by such consent.

§ 4.3. Should the Supplier have any concerns regarding the nature of the design that TROESTER requires, or should the Supplier become aware of any errors in the documentation or drawings, the Supplier shall notify TROESTER in writing immediately.

§ 4.4. If machines, devices or lines form part of the scope of supply, such items must comply with the requirements of the safety regulations regarding machinery, devices and lines and must bear a CE-marking.

§ 4.5. TROESTER is obliged to inspect the goods within 15 (fifteen) working days of delivery for any deviations in quality or quantity; a complaint shall be deemed to be timely insofar as it is received by the Supplier within 10 (ten) working days after discovery of the defect. If the goods are delivered abroad directly and not to TROESTER, and if it is therefore not possible for TROESTER to inspect the goods in Germany, then the foreign destination is deemed to be the place of delivery in terms of § 377 of the HGB (Handelsgesetzbuch = German Commercial Code).

§ 4.6. Acknowledgement of receipt of goods to be delivered and acceptance or approval of drawings do not imply that TROESTER waives warranty claims or any other rights.

§ 5 Review and Work Progress Verification

§ 5.1. TROESTER is entitled, during manufacture and up to the time of delivery, to inspect the goods that TROESTER has ordered with regard to material, the manufacturing process and other work associated with the provision of the contractually agreed service, at the premises of the Supplier by prior appointment and within normal business hours. TROESTER may, at any time, also request a report regarding such goods as have been ordered, especially regarding their production status.

Should the inspection, visit or provision of information mentioned in this clause not be permitted or be impeded significantly, then TROESTER is entitled to terminate the contract. Furthermore, in the event of a culpable breach of the obligations stated in this clause, the Supplier is obliged to compensate TROESTER in full for the resulting damages.

The inspection by TROESTER neither affects nor voids the warranty offered by the Supplier in respect of the goods to be supplied.

§ 5.2. Should defects or deviations from the contractual agreement already manifest themselves at the time of inspection, then TROESTER is entitled to demand immediate rectification. Should the Supplier not comply with this demand for rectification, TROESTER may, having granted a reasonable period of grace and having given the Supplier notice that the contract shall be cancelled and/or the delivery be rejected in the event of a failure to perform by the expiry of the deadline, cancel the contract.

§ 6 Prices and Terms of Payment

§ 6.1. The prices specified in the order are maximum prices and are considered to include delivery free of charge (DDP place of delivery in accordance with INCOTERMS 2020) to the place specified in the order. All incidental expenses, such as shipping costs, packaging costs and costs of freight insurance, are deemed to be included in the price. The price quoted does not include statutory sales tax applicable in each instance. Reductions in price in the time between the order being placed and payment of the invoice are for the benefit of TROESTER.

§ 6.2. In the case of price lists that have been agreed to, these lists are then applicable until a new price list has been agreed to by TROESTER and the Supplier. For the Supplier simply to mail a price list does not amount to it being agreed to by TROESTER.

§ 6.3. Unless otherwise agreed, TROESTER's payments are to be made in EURO, at TROESTER's discretion either within 14 (fourteen) days of delivery/provision of service and receipt of a verifiable invoice at a cash discount of 3 % (three percent) or after 30 (thirty) days without discount.

§ 6.4. Insofar as verification/supporting documents such as certification of material tests, reports, documentation, certificates, etc. have been agreed upon, the term of payment commences only on receipt of such verification/supporting documents.

§ 6.5. Payments do not constitute acknowledgement of the delivery or services as stipulated in the agreement.

§ 7 Offsetting and Assignment

§ 7.1. The Supplier is entitled to charge only those reciprocal receivables arising from this contractual relationship as well as undisputed or legally determined claims. The Supplier is entitled to a right of retention only if the claims from which the right of retention arise, originate from the same legal relationship.

§ 7.2. In the event of incorrect or incomplete delivery, TROESTER remains, regardless of its other rights, entitled to withhold proportionate payments until the date of proper fulfilment.

§ 7.3. The cession of claims against TROESTER is only valid with the written consent of TROESTER.

§ 8 Accident Prevention, Safety

§ 8.1. In the case of deliveries and the delivery of services, the Supplier is solely responsible for compliance with accident prevention regulations.

§ 8.2. Should the Supplier make deliveries or deliver services on the business premises of TROESTER, the Supplier is obliged furthermore to comply with the instructions of TROESTER for third parties regarding safety, environmental protection and fire prevention, as amended. TROESTER shall provide such instructions to the Supplier on request.

§ 9 Transfer of Risk, Acceptance, Property Rights

§ 9.1. Unless otherwise agreed, transferral of risk to TROESTER takes place on receipt at the delivery address specified by TROESTER (DDP place of delivery in accordance with INCOTERMS 2020). If, in a specific instance, installation or assembly is required in terms of the agreement in addition to delivery, then transferral of risk to TROESTER takes place on successful completion of acceptance by TROESTER. Formal acceptance is stipulated; commissioning or use does not replace a declaration of acceptance by TROESTER.

§ 9.2. A simple reservation of title regarding unprocessed goods is acknowledged by TROESTER. Ownership of the supplied goods is transferred to TROESTER on payment by TROESTER. Any prolonged or extended reservation of title is excluded.

§ 10 Warranty

§ 10.1. The warranty obligation of the Supplier conforms to the statutory provisions unless otherwise specified hereinafter.

§ 10.2. The warranty period is at least 18 (eighteen) months as from commissioning of the entire plant in which the supplied parts are installed. If the statutory warranty period is longer than this, then the longer period is applicable.

§ 10.3. In the event of defective delivery, TROESTER is entitled to demand supplementary performance in accordance with statutory provisions. TROESTER reserves the right to choose the type of supplementary performance. The Supplier shall bear the costs required for supplementary performance within the scope of the statutory provisions. Should the supplementary performance not take place within a reasonable period of time, or if it has failed or if a period of grace was superfluous, then TROESTER is entitled to enforce its legal rights in the event of default. In cases of urgency, TROESTER is entitled – after consulting the Supplier – to undertake the required rectification or cause the rectification to be performed by a third party or procure a replacement in some other way, the costs of which shall in any event be for the Supplier's account. The same shall apply should the Supplier default in meeting the warranty obligations.

§ 10.4. The supplier shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery item, i.e., also for transport, travel and labour costs, without limitation. If the supplier fulfils its obligation of subsequent performance by making a replacement delivery, the limitation period for the goods delivered as a replacement shall begin to run anew on the day the replacement delivery arrives, unless the supplier has expressly and appropriately reserved the right to

make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continuation of the supply relationship.

§ 10.5. The Supplier indemnifies TROESTER against all claims – irrespective of the legal basis – asserted against TROESTER by third parties on the grounds of material or legal defect and shall reimburse TROESTER for all necessary costs arising from this prosecution.

§ 11 Repeated Default

If the same Supplier delivers essentially the same or equivalent delivery of goods or services in a defective or delayed manner, then TROESTER reserves the right to withdraw from the contract after prior written warning in respect of such deliveries and performance as the Supplier is contractually bound to make to TROESTER in the future on the basis of this or another contractual relationship.

§ 12 Right of Cancellation due to Lack of Performance

If, after conclusion of the agreement, it is recognised that the entitlement to delivery of TROESTER is placed at risk due to unforeseeable obstacles that cannot be overcome by reasonable efforts and expenditure, then TROESTER is entitled to withdraw from the contract. This is applicable especially in instances in which performance is rendered impossible or the claim for delivery is at risk due to force majeure, strike or natural catastrophe. An obstacle to performance that is attributable to TROESTER does not entitle TROESTER to withdraw from the contract.

§ 13 Liability, Insurance

§ 13.1. Unless otherwise agreed to in these terms and conditions of purchase, the Supplier is liable under the statutory provisions.

§ 13.2. The Supplier shall provide adequate liability insurance at the Supplier's cost for damages that are the responsibility of the Supplier and its vicarious agents. TROESTER shall be provided with proof of the amount insured per occurrence, on request. The contractual and legal liability of the Supplier remains unaffected by the extent and amount of insurance cover.

§ 14 Documentation and Rights of Use

§ 14.1. Drawings, drafts, samples, manufacturing specifications, in-house data, tools, facilities, etc. that TROESTER has entrusted to the Supplier for the purposes of preparing an offer or the execution of an order, remain the property of TROESTER. They may not be used or duplicated for other purposes or made accessible by third parties and are to be stored with the diligence expected of a prudent businessperson.

§ 14.2. The Supplier shall grant TROESTER a sub-licensable right of use of deliverables that is not limited in terms of space, content and time for the purposes as contractually agreed to or provided for in the agreement. In this case, work results are understood to be all work results delivered by the Supplier within the scope of the agreement, as well as all services provided by the Supplier that are protected by copyright and/or other intellectual property rights, especially technical documentation, documents, drawings, diagrams, schematics, graphics, photographs and other documentation created in the execution of the agreement. TROESTER shall retain an exclusive right of use for work results that have been manufactured by the Supplier specifically for TROESTER. No additional remuneration shall be payable by TROESTER for the transfer of the above-mentioned rights and it shall be included in the prices specified in the order.

§ 15 Product Liability, Exemption

§ 15.1. In the event of a claim based on product liability being made against TROESTER, the Supplier shall be obliged to indemnify TROESTER against any such claim, insofar as the damages have arisen due to a fault of the goods supplied by the Supplier. In the event of liability based on fault, this shall, however, only be applicable if the Supplier is at fault.

§ 15.2. The Supplier shall, within the scope of the Supplier's obligation to grant indemnity, bear all costs and expenses that arise from or in association with a claim made by a third party, including any product recalls implemented by TROESTER.

§ 15.3. The Supplier shall ensure the existence of an adequate product liability insurance.

§ 16 Third Party Property Rights

The Supplier is responsible for and shall ensure that the rights of third parties in respect of the proper use of the purchased goods and especially the proprietary rights of third parties are not infringed. Insofar as a claim against TROESTER is nevertheless made on the basis of a potential infringement of third party rights, such as copyright, patent and other property rights, the Supplier shall, irrespective of other legal claims, indemnify TROESTER against such claim and from any such performance associated therewith, if the infringement of third party rights is due to a culpable breach of duty by the Supplier.

§ 17 Data Protection

TROESTER deals with confidential personal information in a responsible manner. This refers to so-called personal data, such as names, addresses, telephone numbers, email addresses.

The Supplier declares its revocable agreement to the personal data divulged by the Supplier being captured and processed, subject to the applicable statutory provisions, for the purpose of processing the quotation and purchase order. Should the Supplier not be in agreement with the collection and processing as described, this must be raised in writing.

§ 18 Compliance, Social Responsibility and Sustainability

§ 18.1. The Supplier shall comply with all applicable national, European and international legislation, especially regarding environmental protection including energy, health and occupational safety, anti-corruption, anti-terrorism, human rights, product safety and data protection, as amended and at the Supplier's cost. The Supplier shall comply with the requirements of the Supplier Code of Conduct (SCoC), available at [Supplier | TROESTER](#), and shall ensure that the Supplier's subcontractors also act accordingly.

§ 18.2. The Supplier shall not, within the scope of the business relationship between the Supplier and TROESTER, enter any agreements or conduct concerted practices with other enterprises with the aim of hindering, limiting or falsifying competition as set down in the applicable provisions of the anti-trust law.

§ 18.3. The Supplier shall ensure a reasonable wage and equal pay for equal work without discrimination as well as compliance with applicable law in respect of minimum wages and shall oblige the Supplier's subcontractors to comply to the same extent. The Supplier shall provide confirmation of the above-mentioned on request. In the event of a breach of the above-mentioned undertaking to comply with the applicable legislation regarding the minimum wage, the Supplier shall on first demand indemnify TROESTER against claims made by third parties and is obliged to reimburse fines that are imposed on TROESTER in this regard.

§ 18.4. Enquiries regarding compliance, social responsibility and sustainability in the supply chain are to be answered by the Supplier within a reasonable period of time and subject to the specified formalities. The Supplier is obliged, on request, to supply TROESTER with data and documentation that shall enable TROESTER to determine its carbon dioxide footprint. Furthermore, if a breach of the obligations in this clause is suspected, the Supplier shall investigate any potential breaches immediately and inform TROESTER regarding the measures implemented to investigate such breaches and, where justified, to disclose the relevant supply chain. Should the suspicion prove to be well-founded, the Supplier shall inform TROESTER within a reasonable period of time regarding the in-house measures that have been implemented to prevent any future breaches.

§ 18.5. Fulfilment of the above-mentioned duties contained in § 18 constitutes the main duties of the Supplier. Should the Supplier not fulfil these obligations within a reasonable period of time, TROESTER reserves the right to withdraw contracts with the Supplier or to cancel such contracts with immediate effect. TROESTER's right to institute further claims for damages remains unaffected.

§ 19 Import and Export Provisions, Customs Formalities

§ 19.1. The Supplier shall ensure that the delivery or service does not violate any obstacles based on national or international foreign trade legislation as well as embargoes and/or other sanctions.

§ 19.2. The Supplier shall fulfil all requirements in terms of national and international customs and foreign trade law that are relevant to the delivery or service and shall make all documentation, documents, data and information that are required to comply with foreign trade law when exporting, importing and re-exporting available to TROESTER as hard copy without delay before conclusion of the agreement or in the event of amendments; this applies in particular to official authorisations and reporting requirements with which the Supplier or TROESTER is required to comply.

§ 19.3. Insofar as additional official documents regarding the proper use of the goods provided and/or services rendered when importing or exporting are concerned, the Supplier is obliged to obtain such documentation and make it available to TROESTER without delay and at the Supplier's cost. The Supplier shall support TROESTER by all legally permissible means that are required to obtain prompt and legally compliant customs clearance.

§ 19.4. Should the Supplier be in breach of the above-mentioned duties, then TROESTER is entitled to reimbursement by the Supplier for all expenses and damages arising therefrom, unless the Supplier is in no way responsible for the breach of responsibility.

§ 20 Compensation for Cartel Damages

§ 20.1. If the Supplier, in the course of contractual negotiations or in the course of the business relationship, has made an informal agreement that constitutes a prohibited restriction of competition or that violates anti-trust regulations in any way, then the Supplier shall pay liquidated damages to TROESTER amounting to 15 % (fifteen percent) of the net value of the goods (excluding sales tax) supplied to TROESTER and included in the agreement.

§ 20.2. Proof of a prohibited agreement may also be furnished via a legally enforceable decision (e.g. imposition of a fine) by a competent anti-monopoly/anti-trust authority or a court of law. The Supplier shall, in the event of the existence of such a decision, provide TROESTER with all the information

required to examine the existence of a claim; the Supplier shall in particular inform TROESTER regarding which goods are included in the agreement in material and temporal terms.

§ 20.3. Should the Supplier submit evidence showing that the actual expenditure and costs incurred by TROESTER are substantially lower, the amount of the liquidated damages shall be reduced accordingly. Further claims by TROESTER remain unaffected. In particular, TROESTER reserves the right to present proof of damages greater than the liquidated damages.

§ 21 Place of Jurisdiction, Place of Fulfilment, Applicable Law

§ 21.1. If the Supplier is a merchant, the place of jurisdiction shall be Hanover, Germany; however, TROESTER shall also be entitled to sue the supplier at its general place of jurisdiction. The same shall apply if the Supplier has no general place of jurisdiction in Germany, moves its domicile or habitual residence outside Germany after conclusion of the contract or its domicile or habitual residence is not known at the time of the action.

§ 21.2. Unless otherwise expressly agreed to, the place of fulfilment of the obligation to deliver is the delivery address or the place of use requested by TROESTER; for all other obligations of both parties, it shall be Hanover, Germany.

§ 21.3. German law shall govern all contractual relations with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

TROESTER GmbH & Co. KG