

Purchasing Terms and Conditions

1. General Information

- (1) These General Purchasing Terms and Conditions ("GPT&C") of Talis Beteiligungs GmbH, as well as its affiliated companies (each individually "we") shall apply exclusively.
- (2) The GPT&C shall apply to all contracts for the sale and delivery of goods and/or the provision of services or works to us by persons who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity (entrepreneurs) as well as by legal entities under public law and special funds under public law (hereinafter referred to as "Supplier"). The GPT&C in their respective version shall also apply as a framework agreement for future contracts for the sale and delivery of goods and/or the provision of services or works with the same Supplier without us having to refer to them again in each case.
- (3) The GPT&C shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, e.g. even if we accept the Supplier's goods and/or services without reservation in knowledge of the Supplier's general terms and conditions or have not objected to the Supplier's general terms and conditions.
- (4) Agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall take precedence over the GPT&C. A written contract or our written confirmation shall be decisive for the content of such agreements. Legally relevant declarations and notifications to be made to us by the Supplier after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in text form to be effective.

2. Offers, offer documents

- (1) In the event that we request an offer from the Supplier, e.g. in the form of an inquiry or a tender, we shall not be bound in any way by such a request. Even if an assumption of costs for the preparation or submission of an offer by us has been declared in writing in advance, this does not oblige us to accept the offer.
- (2) Drawings, certificates, etc., which are requested by us or whose submission by the Supplier is reasonable, shall be made available to us by the Supplier free of charge. We do not acquire ownership of drawings and intellectual property rights contained in other documents unless otherwise agreed or the relevant order includes a transfer of intellectual property rights.
- (3) We retain copyrights and ownership of diagrams, drawings, calculations, technical information, data and other documents that we provide for the purpose of fulfilling the order. Such documents are to be kept strictly confidential and may not be made accessible to third parties without our prior written consent. They are to be used exclusively for the production to be carried out on the basis of the order. After fulfillment of the order, they are to be returned to us without a request to do so. No property rights and no licence rights shall be transferred to the Supplier without our prior written consent.
- (4) An order placed by us shall be deemed binding at the earliest upon written submission or confirmation. Orders can also be submitted by e-mail or fax.
- (5) The Supplier is required to confirm our order in writing within 3 working days, unless otherwise specified. In the case of framework agreements, the order shall be deemed accepted if the Supplier does not confirm or object to the order within one week. The Supplier shall also be specifically advised of this when placing the order.
- (6) The Supplier shall inform us immediately if the order contains obvious errors (e.g. spelling and calculation errors, contradictions, etc.) or incompleteness which may lead to reasonable doubts that the execution of the order may not meet our requirements or those of our customer. In such a case, the Supplier shall allow us a reasonable time to reconsider and, if necessary, change our order. Otherwise, the contract shall be deemed not to have been concluded.
- (7) We may demand changes to the order at any time, insofar as special operational reasons require this and the changes are customary in the trade or reasonable for the Supplier. The Supplier will do its best to ensure that a change to the order does not lead to later delivery times. In the event that a delay in delivery is likely, the Supplier shall immediately inform us of the expected delay.
The Supplier shall notify us of any necessary changes in the costs it incurs (cost increase or cost reduction) and the Supplier shall reach an agreement with us on price changes before the change to the order takes effect. However, the Supplier shall accept changes in the ordered quantity of up to plus or minus 25% of the originally ordered quantity without any claims being made on account of increased unit costs.

3. Prices, terms of payment

- (1) The price stated in the order is binding. However, the reservation in clause 2 (7) shall apply. All prices are inclusive of statutory value added tax.
- (2) Unless otherwise agreed, the price includes all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance) for delivery to the address named in the order.
- (3) The agreed price shall not be due for payment net before 30 days after receipt of the proper invoice. The prerequisite is complete delivery and performance (including any agreed acceptance).
- (4) If we make a down payment, such payment shall be covered by a bank guarantee for the same amount.
- (5) We shall be entitled to set off claims of the Supplier against our claims against the Supplier in accordance with the statutory provisions.

4. Delivery, transfer of risk, ownership, default of acceptance

- (1) Delivery shall be made to the address specified in the order (place of destination). Unless otherwise agreed, DDP (place of destination) Incoterms 2020 shall be deemed agreed. It is agreed that the place of destination for the deliveries may also be on the premises/construction site of our customer outside Germany or Europe.
- (2) The transfer of risk shall be governed by the provisions of the agreed Incoterms. However, in the event that the contract provides for installation on site and/or commissioning, the transfer of risk shall not take place until the installation or commissioning has been successfully completed, whichever is relevant in accordance with the Supplier's obligations under the contract. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. The transfer of ownership takes place at the moment the ordered goods arrive at the place of destination, but at the latest after 50% of the agreed payment price for the corresponding goods has been paid.
- (3) The Supplier has no right to assert retention of title to goods delivered or to goods for which 50% has already been paid.
- (4) The statutory provisions shall apply to the occurrence of default of acceptance by us. However, the Supplier must also expressly offer us the performance if a specific or determinable calendar time has been agreed for an action or cooperation by us (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions. If the contract relates to a non-representable item to be manufactured by the Supplier (customized product), the Supplier shall only be entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.
- (5) The Supplier is obliged to offer us spare parts that cannot be procured from elsewhere for the duration of normal technical use, but at least for 20 years after the last delivery. Before the Supplier ceases the delivery of spare parts, we are to be informed in order to give us the opportunity to place a final order.

5. Delivery time and delay in delivery

- (1) The delivery time stated in the order is binding. The Supplier is obliged to inform us immediately in writing if it is not – for whatever reason – likely to be able to meet the delivery time.
- (2) If the Supplier does not perform or does not perform within the agreed delivery time or is delayed, our rights – in particular to withdrawal and damages – shall be determined in accordance with the statutory provisions. The provisions in (3) to (5) remain unaffected.

- (3) If the Supplier is delayed, we may – in addition to further statutory claims – demand lump-sum compensation for the damage caused by the delay in the amount of 1% of the net order value affected by the delay per completed calendar week, but in total not more than 5% of the net order value of the goods affected by the delay. We reserve the right to prove that we have incurred higher damages. The Supplier reserves the right to prove that we have incurred no damage at all or only significantly less damage.
- (4) The Supplier shall indemnify us in the event of delay against claims by our customers or any other third party, including but not limited to loss of profit and damages for delay, penalties for delay, damages and/or consequential damages and/or payments as a result of recourse against us.
- (5) Complete and correct documentation and, above all, the sending of Supplier declarations are an essential part of the Supplier's delivery obligation. A service or delivery shall be deemed to be late if the correct documents have not been submitted in time.
- (6) If we have reasonable doubts as to whether the Supplier is capable of fulfilling its obligations on time or in adequate quality, we shall inform the Supplier in advance of our doubts and allow the Supplier a reasonable period of time to comment on its work and, if necessary, to improve it or to accelerate the work. A "reasonable" period of time means a time which still allows us to take measures after its expiry in order to reduce or avoid adverse consequences that are or could be traced back to the Supplier.
- (7) In the event that the Supplier is not able to accelerate its work and/or bring about an improvement in quality to a degree that allows the important milestones to be achieved, we shall be entitled
 - To delegate certain work orders to third parties or carry them out ourselves at the Supplier's expense
 - To delegate all remaining work orders to third parties or carry them out ourselves at the Supplier's expense
 - To terminate the contract

6. Force majeure

- (1) Events of force majeure, which are defined as circumstances beyond the control of and not reasonably foreseeable by the Contracting Parties (however, strikes and lockouts are not to be considered as force majeure events) and which prevent a Contracting Party from performing its obligations in whole or in part, shall release the relevant Contracting Party from performing this contract for as long as the state of force majeure continues.
- (2) The Contracting Party affected by the force majeure event shall immediately notify the other Contracting Party. The Contracting Parties shall determine by mutual agreement whether, after the end of the force majeure event, subsequent performance shall be made for the services or product deliveries which could not be performed during this period.
- (3) In the event that the force majeure event lasts longer than 6 weeks or for such a long period that it seriously jeopardizes milestones agreed between us and our customer, we shall be entitled
 - To assign certain work to a third party at our own expense or to carry it out ourselves
 - To transfer all outstanding work to a third party at our own expense or to carry it out ourselves
 - To terminate the contract

7. Packing and shipping

- (1) The Supplier is obliged to comply with our specifications and requirements and those of our customers with regard to packaging and labelling. Legal requirements must be met. The Supplier undertakes to comply with all applicable national, supranational, international and local
 - Export control legislation
 - Rules for customs authorities
 - Packaging regulations
 - Labelling regulations
 - Transport regulations
- (2) The delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identifier (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding shipping notice with the same content must be sent to us separately from the delivery note.
- (3) In the event that a performance or omission by the Supplier results in damaged goods, delay, non-approval for export or import or any other adverse consequence for us and/or a third party, the Supplier shall be liable and indemnify us.
- (4) The Supplier shall inform us accordingly immediately after dispatch of the goods.

8. Suppliers and subcontractors

- (1) The Supplier is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors) without our prior written consent. The Supplier bears the procurement risk for its services, unless it is a customized product.
- (2) The Supplier shall do its utmost to ensure that its subcontractor complies with our requirements arising from the agreements. The Supplier shall have sole responsibility and liability for the work performed and the non-performance of work by its subcontractors.
- (3) Under no circumstances – unless expressly agreed otherwise – shall an order placed with the Supplier be construed as establishing a contractual relationship between the subcontractor and us.
- (4) We have the right to inspect the facilities and premises of the Supplier and its subcontractors to check the progress of the work. Such inspections will be announced by us two working days in advance. We may require regular written progress reports.

9. Liability for defects

- (1) The Supplier guarantees that the delivered goods have the agreed or usually assumed quality, comply with the state of the art as well as the applicable specifications and standards as well as the underlying samples, are free of any defects and are new and suitable for the intended purpose.
- (2) Unless otherwise agreed, we shall inspect the goods for obvious deviations in quality or quantity within a reasonable period of time. A notification of defects by us shall be deemed to be on time if it is raised within a period of 5 working days, calculated from receipt of delivery or, in the case of hidden defects, in due time from their discovery. In this respect, the Supplier waives the objection of delayed notification of defects. In the case of through transactions, the complaint of the end customer is to be taken into account. The Supplier shall bear the costs and risk of returning defective delivery items.
- (3) In the event that the goods are defective, we shall be entitled to the statutory rights and claims to subsequent performance, withdrawal or reduction, as well as damages or reimbursement of wasted expenses in full and unchanged. In particular, we shall also be entitled to withdraw from the contract and to claim damages instead of (entire) performance in the event of only insignificant deviation from the agreed quality or only insignificant impairment of the usability. Within the scope of subsequent performance, we shall be entitled to demand either rectification of the defect or delivery of defect-free goods from the Supplier. The Supplier is obliged to bear all expenses necessary for the purpose of rectifying the defect, replacement delivery or damage repair, in particular transport, travel, labour and material costs. If the Supplier does not comply with our justified request for subsequent performance within a reasonable period of time, we are also entitled in urgent cases to rectify the defect ourselves or have it remedied by third parties at the Supplier's expense.
- (4) The Supplier shall carry out the supplementary performance within one week after we have notified it of the discovery of the defect and bring the repaired goods or replacement delivery free of charge to the place of use. In urgent cases, this period may be reasonably shortened by us.
- (5) Insofar as the law does not provide for a longer limitation period, rights and claims due to defects shall lapse 3 years after delivery or, if necessary, acceptance. Notwithstanding the foregoing, however, rights and claims based on defects of title shall lapse at the earliest 4 years after delivery or, if necessary, acceptance.
- (6) In the case of defective products manufactured in series (series damage), the Supplier shall do everything in its power without delay to avert damage or keep it to a minimum. We are entitled to demand the replacement of damaged products at the Supplier's expense (including customs clearance, taxes, packaging and transport, costs for the end user), as well as to reject all products from the series with series damage, even if they have no defect. Sorting and other costs incurred for the identification of the defective products shall be borne by the Supplier.
- (7) For parts of the delivery that have been repaired or overhauled within the limitation period, the limitation period shall recommence at the time when the Supplier has fully satisfied our claims for subsequent performance.
- (8) In the case of defect-related rectifications, the Parties agree that the place of subsequent rectification

shall be the place of use of the defective product. All costs incurred by us in connection with the subsequent rectification of the defect shall be reimbursed to us by the Supplier.

10. Supplier recourse

(1) We shall be entitled to our legally determined recourse claims within a supply chain (Supplier recourse pursuant to §§ 445a, 445b, 478 BGB (German Civil Code)) without limitation in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement) from the Supplier that we owe our customer in the individual case. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a (1), 439 (2) and (3) BGB), we shall notify the Supplier and request a written statement briefly setting out the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is brought about, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for proving the contrary.

11. Frischhut Supplier Code of Conduct and ESG

The Supplier undertakes to comply with the Frischhut Supplier Code of Conduct. This is available for viewing at www.frischhut.de

12. Intellectual property rights

(1) The Supplier shall fully indemnify and hold us harmless from and against all claims made against us arising from an infringement by the Supplier of industrial property rights, including but not limited to patents, trademarks, copyrights, licences, know-how, etc., including the costs of legal defence.

(2) We do not transfer ownership of our own intellectual property rights or those of our customers unless expressly agreed otherwise.

13. Producer liability

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

(2) Within the scope of its indemnification obligation, the Supplier shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with a third party claim including recall actions carried out by us. We will inform the Supplier about the content and scope of recall actions – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage and provide us with evidence of this at our request. If the Supplier does not fulfil its obligation to take out appropriate insurance, we shall be entitled to withdraw from the contract and to claim damages.

(4) Should we be entitled to further claims, these shall remain unaffected.

14. Documentation, certificates

(1) The Supplier shall provide all necessary documentation, including certificates and Supplier declarations. For its goods or services, the Supplier must provide a binding declaration on the origin of its goods or services so that the customs authorities can carry out a correct assessment of preferential/non-preferential origin.

(2) Unless otherwise requested, required by law or specified by accepted business practice, the Supplier shall submit upon request all documents and certificates required for the goods delivered or to be delivered or for the provision of services.

15. Confidentiality

(1) The Supplier is obliged to treat all information about us, including but not limited to inquiries, offers, provided drawings, etc., as strictly confidential. The obligation of confidentiality shall apply, in addition to the obligation of secrecy concerning the operational business transactions and organization, in particular to all information marked as confidential or recognizable as trade or business secrets, as well as to all technical know-how. Information about us that is not yet public knowledge requires our consent before it is disclosed.

(2) The statutory provisions of the respective applicable national and international data protection law shall be observed. The Supplier shall instruct employees who are affected and, if applicable, third parties to observe the above obligations.

(3) The Supplier is aware that, in the event of a breach of the confidentiality obligation, we are entitled to assert claims against the Supplier for all direct and indirect damages resulting from this breach.

16. Provision of property by us or a third party

(1) In the event that we or a third party at our request make tools, models, templates, drawings or other physical or non-physical objects available to the Supplier in order to enable or facilitate the fulfillment of the Supplier's order, these objects made available shall remain our property or the property of the third party who made them available.

(2) The Supplier undertakes to use the objects provided only for the purpose of executing the corresponding order. They must be returned immediately after they are no longer necessary for the execution of the order, the contract has been terminated or we have requested their return.

(3) If it is agreed that the Supplier will provide special tools, samples, drawings or other physical or non-physical objects in order to manufacture the products or parts of them, these shall become our property and the previous provision shall apply.

(4) The goods shall be marked – where relevant – in such a way that they are visibly and unambiguously identifiable as our property or the property of the third party.

(5) Storage, care, maintenance and repairs, as well as maintenance of the tools, are the responsibility of the Supplier. It shall bear the corresponding costs.

(6) Except in the case of intent, we are not responsible for any damage that occurs as a result of the use of the provided objects.

(7) In the event that material provided by us is combined, mixed or otherwise joined with other material of the Supplier, the ownership of the joined material shall be determined according to the values processed in the joined goods.

(8) The Supplier shall not be entitled to combine, mix or otherwise connect software provided by us or third parties with other software or parts of software, in whole or in part, without our prior written consent, nor to decompile software. Software or parts of software made available by us or by third parties at our request may only be passed on to the Supplier's employees who have a legitimate interest in making the software available. The Supplier shall ensure that software or parts thereof are not made accessible to third parties.

17. Compliance with the REACH Regulation

The Supplier is and remains solely responsible for ensuring that the delivered products, parts of the products or substances comply with the requirements of Regulation (EC) No 1907/2006 (REACH) of 18 December 2006 with the relevant amendments, and including all annexes and additions, as well as all national regulations enacted in connection with this regulation. The Supplier guarantees that all obligations under this REACH Regulation are fulfilled. In the event that we are faced with financial losses or claims from third parties due to non-compliance with the legal requirements under the REACH Regulation and national legislation, the Supplier is obliged to indemnify us against any claim, liability, loss, damage, judgement and external responsibility and to bear any damage or loss incurred to our detriment.

18. Non-assignment of claims

The Supplier is not entitled to assign confirmed or alleged claims against us or against our customer pursuant to an agreement between us and a customer without our prior consent.

19. Reservation of consent for reference

The Supplier shall not use our name, the name of our customer or of a project to which the Supplier has contributed on the basis of an order placed by us as a reference without our prior written consent.

20. Severability clause

If any provision or part of any provision of the contract or these GPT&C is or becomes invalid, the validity of the other contents of the contract or the GPT&C shall not be affected. The Parties to the contract undertake to replace the invalid provision with one that corresponds to the economic purpose of the contract.

21. Place of jurisdiction, applicable law

(1) The exclusive place of jurisdiction is our registered office. However, we are entitled to choose any other place of jurisdiction responsible for the Supplier.

(2) The substantive law of the Federal Republic of Germany shall apply. However, the "United Nations Convention on Contracts for the International Sale of Goods" (UN Sales Convention) does not apply.

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