

**General Standard Terms and Conditions of Purchase of
FWH Stahlguss GmbH, Friedrich Ebert-Str. 125, 45473 Mülheim an der Ruhr**

1. Scope

- 1.1 These General Terms and Conditions of Purchase (the „**Terms**“), as they may be amended from time to time (available here: <https://www.fwh.de/download-center/>), shall apply to all orders placed with all suppliers by the entity set forth above. Supplier general terms and conditions of business, which derogate from and/or are intended to supplement the Terms, shall not apply to us. Nor shall they apply if we do not object expressly thereto or if we discharge our contractual obligations absent any reservation.
- 1.2 The terms set forth in the following documents, provided that the documents listed have been stipulated to specifically, shall apply to the collaborative venture between the Entity and the supplier. In the event of inconsistencies between the documents, the documents shall apply in the following order, where a. shall have the highest priority and, hence, shall prevail over b.
 - a) purchase orders
 - b) warranty agreement (WA)
 - c) quality assurance agreement (QAA)
 - d) framework agreement / supply agreement
 - e) nondisclosure agreement (NDA)
 - f) General Terms and Conditions of Purchase of the FWH Stahlguss GmbH

2. Orders

- 2.1 Orders shall be placed via purchase orders or call-offs. Call-offs shall be based on delivery schedules of which the Entity has given advance notice. Delivery schedules shall not be binding upon the Entity and shall serve only to assist the supplier in its capacity planning efforts. Purchase orders shall be placed independent of delivery schedules. Orders shall be deemed to have been accepted insofar as the supplier does not object to the order within a time period equal to five (5) work days (Monday through Friday) of receipt of the order. As long as orders have not been accepted by the supplier, the Entity can withdraw from the respective order concerned by giving notice to the supplier.
- 2.2 Orders must be placed and the acceptance thereof must be effectuated in the form of a signed writing, via EDI, fax, or email. Automatic acceptance as contemplated by Section 2.1 shall constitute the only exception.
- 2.3 The supplier can assign to third parties rights or claims arising from this contract only with our prior written consent.
- 2.4 The supplier can fill the order or material portions of the order through third parties only in the event that we have given our prior written consent thereto.
- 2.5 Offers shall be not only provided to us free of charge, but also nonbinding for us.

3. Deliveries

- 3.1 The delivery dates specified in the order shall be binding. All deliveries must be “delivered duty paid” (DDP) to the Entity, as that term is contemplated by Incoterms, as they may be amended from time to time and as applicable at the time of contract formation. Should the supplier have its registered office outside the country in which the Entity has its registered office, then – in derogation of the foregoing – all deliveries shall be made pursuant to DAP Incoterms, as they may be amended from time to time and as applicable at the time of contract conclusion. The delivery address of the entity is as stated in the form above, unless a different delivery address has been communicated in writing by the Entity.
- 3.2 On the day of shipment, a delivery advice notice unique to each shipment shall be sent in duplicate to the Entity under separate cover. The advice notices, waybills, and parcel labels must specify the order number, request number, recipient department, and other information requested in the order. The goods to be delivered must be properly packaged and identified in accordance with the shipping policies of the Entity.
- 3.3 The supplier shall have the right to make premature deliveries only after it has received the prior written consent of the Entity. The supplier shall be required to notify, without undue delay via telefax or email, the Entity of any known or anticipated delay in performance of its supply obligations and, as part of that notification, to include the following information:
 - a) the anticipated duration of the delay
 - b) the cause of the delay, and
 - c) which measures shall be or have been taken to remedy the delay.
- 3.4 Should the supplier not render performance or not render performance within the stipulated delivery period or should the supplier default, then our rights – including, but not limited to, our right to withdraw or to claim damages – shall be determined in keeping with applicable law. The foregoing shall be without prejudice to the terms set forth in Section 3.5.
- 3.5 Should the supplier be in default, then we can demand liquidated damages of 0.2 % for each calendar day of default, but for a total not to exceed 5.0 % of the relevant order's net value. Such shall be without prejudice to further rights and claims including, but not limited to, damages. However, liquidated damages shall be credited toward claims for damages. There shall exist no obligation to pay liquidated damages if and to the extent that the supplier evidences that it is not responsible for nondelivery within the stipulated delivery periods.
- 3.6 Within reason, the Entity can demand from suppliers that contract products be modified. Any impacts, especially any additional or lower costs, caused by such modifications must, where applicable, be reported to the Entity without undue delay of assessment. Following said report, amicable price negotiations shall be conducted. Should the supplier fail to respond within a reasonable period of time subsequent to the demand for modification, then the prices and delivery dates previously stipulated shall remain applicable.

4. Compliance with the provisions of applicable law and collective agreements, indemnification

- 4.1 The supplier shall carry out and bear personal, entrepreneurial responsibility for the tasks affiliated with the manufacturing of the work delegated to it and shall comply with any and all pertinent, valid provisions of law, statute, regulation, collective and works council agreements, other contracts.
- 4.2 The supplier shall permit the labor force, which it engages, to work only as is permitted under applicable labor law. The individual hours worked by the entire labor force must be evidenced to us upon request.
- 4.3 The supplier warrants that the entire labor force employed by it receives a minimum wage in accordance not only with the provisions set forth § 1, § 2, and § 20 of the *Mindestlohngesetz* (the Minimum Wage Act), but also with any other provisions of law and collective agreements, for the compliance with which we are liable under § 14 of the *Arbeitnehmerentsendegesetz* (the Posted Workers Act) and/or other comparable provisions (collectively, the "Minimum Wage Requirements"). Once per year and upon request, the supplier shall be required to provide to us an auditor's confirmation showing, and thereby evidencing, that its labor force has received minimum wages, as prescribed by the Minimum Wage Requirements. During this contractual relationship, the supplier shall also, upon request, provide monthly, anonymized payroll documents for the labor force employed by it and thereby evidence that minimum wages have been paid in accordance with the Minimum Wage Requirements. The supplier shall indemnify us against any and all claims asserted against us in the event that the supplier violates the Minimum Wage Requirements.
- 4.4 In due time prior to its engagement, the supplier shall carry out a safety briefing for the labor force engaged by it and evidence to us, in writing and without undue delay, that said briefing has been carried out.

5. Subcontractors

- 5.1 The supplier can engage subcontractors only with our prior written consent.
- 5.2 The supplier shall be responsible for its subcontractors. In particular, it shall be liable to us for any and all damage caused by the subcontractors, the suppliers, or the manufacturers of the parts used by the supplier, as if that damage had been caused by a fault (*Verschulden*) of its own.
- 5.3 The supplier shall be required to ensure that subcontractors (i) become contractually obligated to comply with the Minimum Wage Requirements (including, as applicable, § 2 of the *Tarifvertrags Stahl über den Einsatz von Werkverträgen* [the steel collective agreement governing the use of work-for-hire contracts] dated 8 July 2014) and (ii) incorporate the obligation to comply with the Minimum Wage Requirements (including, as applicable, § 2 of the *Tarifvertrags Stahl über den Einsatz von Werkverträgen* [the steel collective agreement governing the use of work-for-hire contracts] dated 8 July 2014) into any contractual relationship they form with any downstream contractors. The supplier shall indemnify us against any and all claims asserted against us because a subcontractor has violated the Minimum Wage Requirements. The foregoing shall apply even if the principal's liability is engendered by further subcontracting or contracting of hirers.
- 5.4 Furthermore, the supplier shall be required (i) to give due consideration to any requirements provided by the Entity and its customers as regards transparency, anticorruption, sustainability, human rights, and compliance matters and (ii) to obligate sub-suppliers commensurate with customer specifications of the Entity and its customers.

6. Prices

Stipulated prices shall be net prices in Euro, including packaging free delivered to named place, unless another stipulation has been reached. Prices stipulated in orders shall be binding.

7. Terms of payment

- 7.1 The supplier shall be required to prepare for each order an invoice in duplicate and in accordance with the valid provisions of applicable law, in which invoice the order/item number and the quantity of deliverables shall be specified. Invoices prepared without an order number and in contravention of the valid provisions of applicable law shall be deemed to have not been issued.
- 7.2 Unless otherwise stipulated, all payments shall be rendered by us either within fourteen (14) days with a 3% discount of the delivery of the goods and of receipt of a proper invoice or within thirty (30) days of the delivery of the goods and of receipt of a proper invoice.
- 7.3 Settling invoices shall neither entail the forfeiture of warranty rights concerning delivered goods nor preclude any notice of noncompliance at some later date concerning those goods.
- 7.4 We shall be entitled both to setoff and retention rights and to the nonperformance-of-contract defense to the extent prescribed by applicable law. In particular, we shall have the right to withhold due payments for as long as we are entitled to claims against the supplier arising from incomplete or noncompliant performances.
- 7.5 Extending beyond the foregoing, we shall have the right, until such time as bankruptcy proceedings regarding the supplier's assets have been instituted, to set off the totality of the claims we are entitled to vis-à-vis the supplier against – for whatever reason.
- 7.6 The supplier shall have a setoff or retention right only if said right is based on counterclaims that are undisputed or have been determined with finality.

8. Ownership

We shall not acknowledge any expanded or extended reservations of title. A simple reservation of title shall be acknowledged by us only to the extent that said reservation permits us to dispose of, to process, or to commingle the delivered goods as part of our ordinary business operations.

9. Nondisclosure

- 9.1 The Entity and the supplier shall be required to treat as business secrets of the respective other party any and all information, knowledge, data and documents, know-how, calculations, procedures, and processes of which they become aware on account of any business relationships. In addition, they shall obligate their employees in writing to nondisclosure requirements

commensurate with those set forth herein and shall take any other measures as may be reasonable to ensure said nondisclosure. The same shall apply regarding auxiliary agents, component suppliers, and outside service providers.

- 9.2 Technical documentation (drawings, models, samples, and items of a similar nature) may not be bailed or rendered accessible to unauthorized third parties. The reproduction of such items must be documented appropriately and shall be permitted only as is required by operations and in observance of the provisions of applicable copyright law. Once the contractual relationships have ended, all documents specified either in this provision and in any nondisclosure agreements extending beyond this provision must be surrendered or, should the authorized party so request, destroyed.
- 9.3 The parties to the contract may engage in promotional efforts using their business relationship based only on the prior written consent of the respective other party to the contract.
- 9.4 The supplier shall be prohibited from imitating or exploiting, either itself or through third parties, information of the Entity outside the contractual purpose and from registering industrial property rights in any information received. In this connection, so-called "reverse engineering" both of materials supplied and of tools of the Entity is especially prohibited.
- 9.5 Apart from the foregoing, the requirements set forth in the *Geschäftsgeheimnisgesetz* (Business Secrets Act) and the stipulations set forth in the nondisclosure agreements shall apply.

10. Quality/documentation

- 10.1 Both the quality of goods and the rendering of services must comply with the affirmed features, specifications, drawings, and technical requirements which have been stipulated between the parties. Moreover, delivered goods must be fit for their intended purpose.
- 10.2 Goods and services must satisfy all applicable statutory and regulatory requirements.
- 10.3 At the time of shipment, the supplier shall be required to inspect and to document the goods and services regarding whether they are compliant.
- 10.4 The supplier shall have to maintain a customary and certified quality management system.
- 10.5 The Entity and its customers shall have the right to audit the management systems of the supplier with advance notice of two work days (Monday through Friday). With due consideration for the responsibility the Entity has toward its customers and in order to comply with any and all provisions of law, the supplier must give to and secure for the Individual Entity access to all relevant records, manufacturing equipment, processes, and procedures, such that said right to audit can be exercised regarding sub-suppliers as well. During an audit, restrictions based on the supplier's business secrets or extant nondisclosure duties shall be given due consideration.

11. Warranty

- 11.1 The supplier warrants that any goods delivered shall comply with the stipulated specifications set forth in the order; shall be fit for purpose; shall be comprised of the stipulated material; shall be commensurate with the state of the art and science, free and clear of defects in material, manufacture, or construction; shall be free and clear of any nonconformities which frustrate or diminish their fitness for the prescribed or contractually stipulated purpose or frustrate or diminish the value of the goods delivered; and shall comply with applicable statutory and regulatory approvals.
- 11.2 We reserve all contractual and statutory rights in the event of delivery of noncompliant goods. The supplier shall have, at our option, to remedy the noncompliance of any goods delivered or to deliver compliant goods.
- 11.3 We shall have the right, without having to set any further deadline, to have the contract products sorted at the expense of the supplier or either
 - to remedy the noncompliance ourselves,
 - to have such remedied by third parties, or
 - to return any defective contract product and to demand the immediate replacement thereof or to procure, ourselves, a stand-alone replacement thereof.in the event (i) that the supplier does not comply with our request for subsequent performance by the deadline set by us; (ii) provided that – given the urgency of any given matter including, without limitation, because we must avert acute threats and avoid considerable damage (such as looming delays in delivery regarding our customers) – the prosecution of subsequent performance claims does not reasonably allow us to grant the supplier the opportunity to remedy a defect or to replace the defective contract product; and (iii) if the supplier is not in a position to render subsequent performance or delivery.
- 11.4 The goods receiving inspection by the Entity shall be limited to an inspection whether the correct goods in the correct quantities have been received as well as to an inspection whether the goods were damaged in transport, as may be externally discernable. Defects identified during said inspections shall be reported, without undue delay, to the supplier by the Entity; nonconformities not identified during the goods receiving inspection ("hidden nonconformities") shall be reported to the supplier by the Entity without undue delay of their discovery given the particularities of the remainder of the manufacturing and distribution process. The nonconformity report shall be deemed to have been without undue delay and in due time, if that report is received by the supplier within a time period equal to ten (10) work days (Monday through Friday).
- 11.5 The supplier shall bear any and all costs incurred by us due to noncompliant goods. The costs expended for the purpose of inspection and subsequent performance (including any assembly and disassembly costs) shall be borne by the supplier even if it turns out that the noncompliance did, in point of fact, not exist. Such shall be without prejudice to our liability for damage in the event that we demand, absent any justification therefor, that a noncompliance be remedied; as such, however, we shall be liable only if we have determined or, in grossly negligent fashion, did not determine that the noncompliance did not exist.
- 11.6 The warranty period shall be twenty-four (24) months, commencing as of the delivery of the goods or, insofar as acceptance is required, as of acceptance of the goods.

12. Liability and insurance

- 12.1 The supplier shall, upon first demand, not only have to indemnify us and our customers against, but also to hold us and our customers harmless regarding all costs, damage, liabilities, and other expenses which occur due to personal injury, property damage, or cases of death and are imputable to defective goods, a breach of duty by the supplier, or the supplier's disregard for applicable law and rules and regulations.

12.2 Should a recall/take-back action be conducted by us, one of our customers, or any third party, which action is based on any defective contract product of the supplier, then the supplier shall have to bear any costs incurred on account thereof and to indemnify us accordingly.

Such shall also apply to service or field campaigns. Insofar as possible, we shall inform the supplier in good time, give it the opportunity to assist, and commence talks with it regarding how such can be conducted effectively.

12.3 The supplier shall be required to assure a reasonable level of insurance coverage in view of its obligations and, upon request, to evidence such to the Entity.

12.4 The supplier shall have to report to us, in writing, any material changes in the relationships contemplated by those insurance policies including, but not limited to, any forfeiture of or reduction in insurance coverage. The nonexistence and forfeiture of insurance coverage shall give us justification to terminate for cause and/or to withdraw from the contract and individual orders.

13. Force majeure

13.1 Force majeure including, but not limited to, natural disasters, water entry, fire, unrest, war, pandemics, strikes, and other unforeseeable and severe events unable to be averted by a party to the contract (such as production stoppages of a non-temporary nature at customers of ours) shall release the parties to the contract from its duties to perform for the duration of the disturbance and to an extent commensurate with the effects thereof. The parties to the contract shall inform each other without undue delay whenever it is foreseeable that any contractual duties to perform cannot be discharged as a consequence of force majeure.

13.2 The parties to the contract shall be required, within reason, to do everything they can to remedy, and to mitigate the effects of the disturbance.

13.3 We shall have the right, for the duration of any delay on the side of the supplier, to procure from another source or to have manufactured the contract products and to reduce, absent any obligation vis-à-vis the supplier, the delivery amounts by the amounts so sourced or manufactured.

14. (Third-party) intellectual property rights

14.1 The term 'intellectual property rights' within the meaning of these Terms shall mean any and all statutory intellectual property rights such as trademarks, designs, patents, and copyrights. The term 'know-how' shall mean knowledge specific to products and manufacturing as acquired by each holder thereof. Background intellectual property rights and background know-how shall mean intellectual property rights and know-how already possessed by us and the supplier before we contracted with the supplier. Foreground intellectual property rights and foreground know-how shall mean intellectual property rights and know-how which we, third parties, or the supplier have created after we have contracted with the supplier.

14.2 The respective authorized The respective authorized holder shall retain title in its background intellectual property rights and background know-how, and the use of said rights and know-how shall be granted to the respective other party to the extent that, and for as long as, is required to fill the order or to use the products as contemplated by the contract.

14.3 As a matter of principle, we shall be entitled to the entirety of foreground intellectual property rights and foreground know-how. Should a transfer thereof not be possible (for instance, copyrights), we shall be issued a gratuitous, irrevocable, perpetual, exclusive license, unlimited as to place or content, which license shall be transferable and sublicensable.

14.4 The supplier shall offer to us, without undue delay, the transfer of any protectable inventions made by the supplier's employees in connection with the rendering of any development services.

14.5 The supplier shall support us in the registration of foreground intellectual property rights. Otherwise, the supplier shall refrain from doing anything that could be detrimental to the effectuating and maintaining of foreground intellectual property rights.

14.6 Where the supplier is contracted and receives the authorization affiliated therewith to use (confidential) know-how and other intellectual property or trademark rights of the party who placed the order, the supplier shall not receive any rights of its own therein. We alone shall be entitled to any and all rights. The supplier shall not be authorized to use such rights for any purpose other than, exclusively, for the discharging of the supply duties it has toward us. It shall preserve said rights as business secrets of the Entity.

14.7 The supplier warrants that, on account of the deliveries and services to be rendered by it as well as the use and distribution of the goods delivered, neither intellectual property rights (patents, trademarks, design and utility patents), licensing and copyrights, protected names, nor other third-party intellectual property shall be infringed by us.

14.8 The supplier shall indemnify us against all claims and costs, including the costs of legal prosecution, as may accrue from any such infringement or claimed infringement, and shall compensate us for all damage incurred on account thereof, unless fault (Verschulden) is not imputable to the supplier.

15. Provisions of law and governmental rules and regulations

The supplier shall assure that all products, services, other performances, and processes comply with the requirements imposed by the applicable governmental rules and regulations and the applicable law of the country of import, the country of export, and the country of destination specified by us and the end customer. In particular, it shall apply that deliveries and performances within and to Germany shall comply, at all times and notwithstanding the foregoing terms, with the applicable governmental rules and regulations and the applicable law of the Federal Republic of Germany and of the European Union.

16. Binding principles

Regardless of countries and borders, the following principles shall be taken as foundational:

16.1 Human rights: The supplier shall support, observe, and ensure the protection of international human rights within its sphere of influence, such that it does not render itself an accomplice to human rights violations.

16.2 Work standards: The supplier shall, to the extent feasible for the supplier, advocate the abolition of all forms of forced labor, the elimination of child labor, and nondiscriminatory hiring and employment policies.

16.3 Anticorruption: The supplier shall be required not only to comply with all applicable anticorruption statutes and anticorruption rules and regulations, but also not to commit any prohibited acts, be it directly or indirectly. Prohibited acts shall include, but not be limited to, promises, offers, and/or grants or demands or acceptances of any undue advantage or benefit with the intent of influencing acts in an illicit manner.

16.4 Environmental protection: In its handling of environmental issues, the supplier shall not only support a preventive approach

and take the initiative to create greater environmental awareness, but also promote the development and dissemination of environmentally friendly technologies.

- 16.5 **Energy efficiency:** The supplier shall, unfailingly, have to take into consideration energy scores whenever it procures or changes energy-using equipment and components.
- 16.6 **Code of Conduct:** The supplier shall acknowledge as binding upon it the principles codified in the Entity's Code of Conduct, as it may be updated from time to time. The most recent version of the Entity's Code of Conduct has been published online at <https://www.fwh.de/download-center/>.
- 16.7 **Audit right, termination:** In the event there exist indications suggestive of a considerable breach of the obligations memorialized in this Section 16 including, but not limited to, violations of anticorruption statutes or anticorruption rules and regulations or the Entity's Code of Conduct, by the supplier, its governing bodies, employees, or other persons engaged as part of the contractual relationship, we shall have the right to demand that the supplier produce, in writing, information regarding compliance with the foregoing provisions and any violations thereof, and in the event of severe or repeat violations, we shall have the right to terminate the contact for cause and without notice, insofar as the violation has not been remedied by the supplier within a reasonable period of time. Each information production request shall have to be effected in writing and in a manner not only that preserves the supplier's protectable interests including, but not limited to, its business and trade secrets, but also that respects the rights of its employees including, but not limited to, those granted by applicable data protection law.

17. Data protection

The parties to the contract shall observe the relevant provisions of data protection law. In particular, if the Supplier comes into contact with personal data, it shall only collect, process or use data within the meaning of § 11 (3) BDSG within the scope of the Entity's instructions. The parties shall oblige their employees to observe data secrecy in accordance with § 5 BDSG unless such an obligation already exists.

18. Place of performance, applicable law, venue, miscellaneous

- 18.1 Should any of the provisions set forth in these Terms or any other agreements reached between the parties be or become invalid, then such shall be without prejudice to the validity of the remainder of these Terms/the contract. The parties hereto shall be required to replace any such invalid provision with terms that most closely approximate that provision both in pecuniary and in legal terms.
- 18.2 Amendments to and restatements of these Terms as well as of individual contracts shall be valid only if they have been made in writing. The same shall apply in equal measure to this signed writing requirement.
- 18.3 The place of performance for all deliveries and services is as follows:
Postal and delivery address: Friedrich-Ebert-Str. 125, 45473 Mülheim a. d. Ruhr
Material deliveries: Monday to Friday in the time of 06.30 – 12.00 am.
- 18.4 This contract shall be governed by the law of the Federal Republic of Germany, in instance to the preclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The commercial terms contained in this contract are to be construed in accordance with Incoterms (ICC International Rules for the Interpretation of Trade Terms), as they may be amended from time to time and as applicable at the time of contract conclusion.
- 18.5 The courts in the city in which the Entity has its registered office shall have exclusive jurisdiction over any and all disputes arising from or in connection with this contract. Notwithstanding this venue stipulation clause, we can also bring an action against the supplier before any other court with proper jurisdiction under applicable law.