GENERAL TERMS AND CONDITIONS OF PURCHASE ("GTC-P")
of Siempelkamp Transport Systems GmbH (05/2025)

1. Scope of application / Contractor's terms and conditions of business

1.1. These GTC-P apply to all requests and purchase orders (contracts concluded) for the supply of goods including standard software which are intended for incorporation in, or combination with, machinery and plants delivered by us and to all principal and ancillary services associated therewith. Definitions:

- Supplies: machinery, plants, units, components, parts, fittings, software and technical documentation. All related assembly, Installation and commissioning services ordered by us are deemed to constitute an inseparable part of the goods to be delivered.
- Goods: supplies without assembly, installation and commissioning services
- Software: standard software including attendant documentation and data carriers
- Tech. documentation: the documentation specified in sec. 3 of these GTC-P
- Services: all common ancillary services including shipment, packaging, documents accompanying the goods, and quality inspections and tests
- Plant: industrial plant or machine into which the goods are integrated or with which the goods are combined

1.2. Any general terms and conditions of business of your own that deviate from these GTC-P or contain supplementary conditions as well as any other regulations that deviate from our requests or purchase orders shall not apply to our legal relationship with you even if we do not explicitly reject them from time to time. This shall also apply if we make explicit reference to your offer for contract conclusion or accept delivery without reservation or make payments and also if we purchase software products; in the latter case, the opening of the packaging, the software download, the use of product keys, registrations or similar acts shall not be deemed to constitute acknowledgement of your conditions even if, according to the licensing conditions of the contractor or third parties, such acts are construed as agreement.

2. Purchase order / Contract conclusion / Delivery schedules and call-off

2.1. Purchase orders, delivery schedules and call-off notices shall only be binding if issued in writing. Changes and amendments to our purchase orders as well as side agreements and other declarations require our written confirmation.

2.2. To accept our purchase order, you must sign the order confirmation which is attached to the purchase order and return it to us. If you do not accept our purchase order within 10 working days ("*Werktage*") from receipt, we are entitled to cancel it.

2.3. You are obliged to provide us with all necessary information in writing without undue delay ("*unverzüglich*") but no later than upon acceptance of the purchase order if any of the following is applicable:

- The supplies and/or services are subject to export control regulations (see also sec. 4.2 of these GTC-P).
- The goods to be delivered contain substances which are subject to statutory restrictions (e.g. REACH registration).
- The goods are qualified as hazardous goods under international regulations.

3. Scope of supply / Quality / Specifications

3.1. Your supplies and services must comply with the technical specifications set out in the request and in the purchase order and, but with secondary priority, with the product descriptions which were publicly available at the time of the purchase order. Regardless thereof, your supplies and services must be complete and suitable for the contractually intended use. You must explicitly point out and describe in writing any exemptions from your obligation to supply or perform before the purchase order is placed. Product identifiers (identity numbers etc.) shall in no case be deemed to restrict the specifications in any respect.

3.2. Software must be made available to us in machine code, together with the appropriate documentation (content/structure of the data carrier, data flowcharts, interlocking schemes, debugging programs) and written user documentation. You grant us and the operator of the plant for which we purchase the software a non-exclusive, transferable and irrevocable right, unlimited in terms of temporal and territorial validity, to use the software. This right is granted for any and all acts of usage with respect to the development of the plant, test runs (including mock-up test and laboratory tests), the operation and maintenance of the plant including any improvements and modifications (including by third parties). The software must not be copied for purposes other than back-up purposes. All of the aforesaid acts of usage are deemed covered by the one-off fee stated in the purchase order.

3.3. All supplies must comply with the safety regulations of the European Union and must be labelled accordingly. This shall also apply if the place of use is a country outside the EU. If, in this case, any further or different country-specific safety regulations should be applicable, these shall take precedence over the EU regulations.

3.4. Technical changes to the supplies are permissible only if they have been proven and tested in practice and are reported to us in writing without undue delay ("unverzüglich").

3.5. In addition to the documents specified in the purchase order, the following documents shall also be deemed to constitute an integral part of the goods (where this is appropriate with respect to the nature and intended use of the supplies):

- EC Declaration of Conformity or Declaration of Incorporation (including EU type-examination certificate where required by law)
- Operating and maintenance instructions including information on transport, storage, assembly, installation, commissioning, disassembly, dismantling and disposal in German and English language, unless agreed otherwise - in particular in the specifications.
- Safety data sheets for hazardous working material or substances
- Material test certificates if requested in the purchase order or provided for by statutory provisions or standards

4. Supplies for use abroad / export control

4.1. If, in our request and/or purchase order, a country outside the EU is designated as the final destination of the goods or if you become aware of such final destination otherwise, the supplies, in terms of their nature, quality or origin, must be eligible for exportation without permission at the time of hand-over to us. In all other cases, we bear the risk of eligibility for exportation, in particular where this is due to the features and conditions of use of the goods imposed by us or to embargoes on certain customers / countries.

4.2. You are obliged to inform us in writing without undue delay ("*unverzüglich*") after our request but no later than upon receipt of the purchase order, of any possible export restrictions concerning your supplies and services which may arise in particular from the dual-use nature of the goods or the classification of the goods under the export list annexed to the German Foreign Trade and Payments Ordinance ("Außenwirtschaftsverordnung") or an export/ re-export license under US law stating the applicable classification numbers.

4.3. If information which you are obliged to provide under sec. 4.2 of these GTC-P is missing, incorrect or late, or if the supplies or services are not eligible for exportation without permission, we shall be entitled to cancel the purchase order.

5. Quality assurance / Quality testing by customer and contractor / complaint and notice of defect

5.1. You are obliged to maintain a quality assurance system according to DIN ISO 9001 or equivalent which, in particular in the event of malfunctions or damage occurring in connection with the supplies, enables you to identify the cause and document the quality controls which were conducted. You are obliged to retain the documentation for a period of 15 years from the time of supply and make it available to us for inspection in any case of damage or complaint relating to the supplies; however, also in this case, the obligation of secrecy under sec. 16 of these GTC-P must be observed.

5.2. Our customers, as a rule, are entitled to conduct inspections during the manufacturing period. Therefore, you shall grant us – even together with our attending customers – the possibility

a) to attend the quality inspections before delivery of the goods or

b) to conduct quality inspections at your premises ourselves and at our expense (subject to appropriate postponement of the delivery date, if required)

5.3. The agreed price for the goods is inclusive of all necessary quality assurance measures including inspections of the outgoing goods (including, to the extent this is technically feasible, functioning tests) before delivery. Any defects found in the inspections must be reported to us in writing without undue delay ("*unverzüglich*").

5.4. Against this background, we shall only carry out inspections of the incoming goods as described in the following:

a) Within 5 working days ("Werktage") from acceptance of the goods according to the agreed shipping term:
   - Apparent transport damage and damaged packaging
   - Number of cargo units according to cargo list
   - dimensions, weights and apparent damage to the goods, in case they were delivered unpackaged

b) Within 5 working days ("Werktage") from acceptance of the documentation:
   - Completeness of the documentation delivered. Only random samples shall be taken to verify the completeness and accuracy of the documentation in terms of content and substance.

c) Within 90 working days ("Werktage") from acceptance of the goods according to the agreed shipping term:
   - dimensions, weights and apparent damage to the goods, in case they were delivered packaged

d) Functoning tests during commissioning

We are obliged to give notice of any defects found without undue delay ("unverzüglich"). Timeliness of the notice of defect shall however depend on the complexity of defect evaluation and the communication means available at the place where the goods are used.

6. Place of delivery / Acceptance of goods and supplies / Passing of risk / Transport / Packaging

6.1. The goods (except the documentation and software products) shall be delivered to the place designated in the purchaser order, according to the shipping term set out therein. For the shipping term, the INCOTERMS in their respective version valid at the time of the purchase order shall apply. Unless otherwise provided for by the agreed INCOTERMS, the place of performance ("*Erfüllungsort*") shall be the place of delivery of the goods designated in the purchase order. As to the documentation and software products, the place of performance ("*Erfüllungsort*") shall be the domicile of our establishment designated in the purchase order.

Where the contract comprises assembly/ installation and/or commissioning of the delivered goods, the place of performance ("*Erfüllungsort*") shall be the place designated in the purchase order where the goods are to be used/ installed. In this case, the goods/ supplies shall be deemed accepted only upon proper completion of the assembly/ installation and/or commissioning services in conformity with the contract or, if so agreed from time to time, upon formal approval of the goods ("*Abnahme*") (see sec. 9 of these GTC-P). This shall apply regardless of the shipping term stated the purchase order.

In all other cases, the place of performance ("*Erfüllungsort*") shall be the place where performance must reasonably take place in view of the circumstances of the purchase order (e.g. quality assurance measures, inspections, assembly/ installation and commissioning services).

6.2. The risk of accidental deterioration including accidental perishing and loss

of the goods shall pass to us upon acceptance according to sec. 6.1 of these GTC-P or (if so agreed) upon formal approval ("*Abnahme*") according to sec. 9 of these GTC-P.

6.3. We will only accept the ordered quantities and numbers of pieces. Excess or short delivery, partial delivery and early delivery are only permissible with our prior written consent. If we consent to early delivery, the goods shall be stored at our premises until the agreed delivery date at your expense and risk. In the case of early delivery, the period for payment shall only run from the initially agreed delivery date.

6.4. At our request you will store the goods at your premises beyond the agreed delivery date for a period of up to 4 weeks at your expense and risk.

6.5. You must pack and label the goods so as to ensure safe hazard-free transport and prevent any damage during transport, reloading, unloading and during storage. You must comply with any country-specific packaging requirements applicable in the country of destination provided we have designated the country of destination.

6.6. All packing lists, notices of dispatch, consignment notes, bills of lading, delivery notes, invoices and correspondence relating to the goods must contain our purchase order number. Where partial delivery is agreed, the quantity still outstanding must be stated on the delivery note and on the invoice.

6.7. You are obliged to advise us in writing of the exact delivery time for the goods no later than 5 working days ("*Werktage*") before the delivery date stated in the purchase order. The advice note must at least contain the information set out in the delivery note as well as all information that is necessary for safe loading, stowing and transport.

7. Deadlines / Deadline monitoring / Consequences of delay

7.1. All deadlines, time limits and periods indicated in the purchase order or otherwise agreed between you and us are binding and of essential importance for us with regard to our own supply and performance obligations. Unless agreed otherwise, delivery times shall run from the day when you have received the purchase order.

7.2. You undertake to ensure ongoing deadline monitoring for every single purchase order. In the case of foreseeable delays, you are obliged to inform us of the reasons for, and the presumable duration of, the delay in writing without undue delay ("*unverzüglich*").

7.3. If you fail to perform on the agreed performance date (default in performance - "*Verzug*"), contractual penalty in the amount of 0.1% of the net purchase order value shall be incurred for each working day ("*Werktag*") of the delay, limited however to a maximum total of 5 % of the net purchase order value. If only partial deliveries are late, the contractual penalty shall be calculated on the basis of such portion of the net purchase order value only as corresponds to the delayed partial deliveries. Intermediate deadlines are not subject to contractual penalty unless specifically agreed between the parties.

We may assert our claim to contractual penalty at any time until the final payment is made for the relevant purchase order but no later than 14 days after receipt of the final invoice. In the case of delivery of goods, an invoice for payment of the purchase price upon delivery shall be deemed a final invoice, too. Any contractual penalty incurred shall be set off against claims for damages based on the delay but shall be without prejudice to any further statutory claims to which we may be entitled, including the claim to performance. The performance date within the meaning of sec. 7.3 shall be,

- for supplies without assembly/ installation and/or commissioning services and without formal approval ("Abnahme"): the date when the goods are eligible for acceptance.
- for supplies including assembly/ installation and/or commissioning services but without formal approval ("Abnahme"): the date of successfully completed inspection of all supplies after completion of the aforesaid services including functional tests carried out by us.
- for services which, due to their nature, are subject to the German law on contracts for work and services ("Werkvertrag") or if formal approval ("Abnahme") was agreed: the date of formal approval ("*Abnahme*").

7.4. You may only rely on our failure to provide necessary information, documents, material, equipment or other contributions or assistance if, after the due date for such contributions, you have sent us a written notice requesting these contributions and we have failed to provide them without undue delay ("*unverzüglich*").

8. Prices / Terms of payment / Invoicing

8.1. Unless explicitly agreed otherwise, the prices stated in the purchase order and all other prices are fixed lump-sum prices for all supplies and services. Unit prices and time-based remuneration (e.g. hourly/ daily rates) shall be deemed fixed for the entire duration of performance of the relevant purchase order.

8.2. The conditions of maturity of remuneration are set out in our purchase order (terms of payment). In any case, payment shall not be due before a properly issued auditable invoice has been submitted to us. If the case of delivery of goods, maturity shall be subject to the following additional requirements:

- Hand-over of the goods and eligibility of the goods for acceptance (eligibility for inspection and testing)
- Receipt of the complete documentation to be delivered according to the purchase order and sec. 3 of these GTC-P
- Hand-over of the Supplier's Declaration confirming the preferential origin of the delivered goods (Regulation (EU) 2015/2447, Regulation (EU) 2017/989) and any additional documents which may be specified in the purchase order as indispensable for the maturity of the payment obligation.

8.3. Payment shall be made by money transfer after maturity, in our discretion either on the 15th of the subsequent month less 3% discount or within 90 days net, without deduction.

8.4. You are not entitled to assign your claims against us to third parties or otherwise dispose of them.

8.5. You are only entitled to set-off of your counterclaims if these are reciprocal claims under the relevant transaction and are undisputed by us or have been established by a final non-appealable court decision (*res judicata*).

9. Formal approval ("*Abnahme*")

9.1. Insofar as goods and/or services are provided, which, due to their nature, are subject to the German law on contracts for work and services ("Werkvertrag") or an acceptance run is explicitly agreed, a formal approval of the goods and services is required. Implied or implicit approval is excluded. Neither the fact that we might already use your supplies or services or parts thereof nor intermediate inspections or tests nor the acceptance of partial deliveries or partial services nor payments made without reservation shall be construed or deemed to constitute formal approval.

10. Liability for defects in quality / explicit warranties ("guarantees")

10.1. You are liable to ensure and warrant according to the provisions of sales law that your supplies and services are free of defects in quality. Work performance by which you undertake to bring about a particular result ("*Werkleistung*") shall be governed by the German law on contracts for work and services ("*Werkvertrag*"). The warranty of immaculate quality shall include:

- Compliance with the latest state of the art as well as conformity with all legal regulations, governmental or regulatory requirements and guidelines issued by professional or trade associations that may be applicable with respect to the contractually intended use, the nature of the goods supplied or services provided or the place of use designated in the purchase order, in particular regarding product safety and environmental compatibility
- Supply of brand-new goods straight from the factory ("fabrikneu")
- Readiness of the goods for serial production following reasonable testing and approval for serial production
- Consistent quality of the goods delivered and services provided. Technical changes to your products without assignment of new goods identifiers and without written information upon acceptance of a purchase order regarding the nature of the change shall be deemed to constitute a defect.

Software shall not contain any technical features which may restrict its use under the contract, either in temporal respect or in terms of the scope of use. The software including any back-up copies must continue to be executable even with a change of computer, without additional material or expenses being required. We are entitled to request temporary provision of the source version for the purposes of bug analysis and debugging.

In the case of defects of goods from serial production which occur in the same shape and manner more than three times, the entire series shall be deemed defective, even if no defects have yet become apparent with the goods (of the same type) complained of.

10.2. Statements regarding the durability, service life and performance including but not limited to those regarding throughput and availability shall be deemed to constitute guarantees for a period which corresponds to the respective warranty period stipulated in sec. 10.3 of these GTC-P. Any claims based on guarantees shall become time-barred after expiry of 12 months from assertion. If and to the extent you have given a guarantee, we shall not be obliged to inspect incoming goods. The period for giving notice of defects shall be 14 days from detection of the defect. Guarantees shall not extend to defects, including short delivery and failures, which are due to reasons beyond your responsibility, including but not limited to use, stress or exposure of the goods or services beyond the degree of serviceability which you are obliged to provide under the contract, as well as insufficient or improper maintenance.

10.3. The warranty period for goods, supplies and services runs from our acceptance if and to the extent that no formal approval ("*Abnahme*") takes place according to sec. 9.1 of these GTC-P; in all other cases, it runs from the time of formal approval ("*Abnahme*").

If formal approval ("*Abnahme*") of your goods, supplies and services according to sec. 9.1 of these GTC-P is delayed for reasons not imputable to you ("*nicht zu vertreten haben*"), the warranty period shall begin to run no later than 12 months after the date agreed for formal approval ("latest possible time limit"). If you have fixed a reasonable additional period for formal approval ("*Abnahme*") in writing which has expired without result, such expiration date shall be treated in the same way and shall have the same effect as any agreed date for formal approval ("*Abnahme*"). The warranty period shall be:

a) three years unless the warranty period stipulated under b) applies (latest possible time limit: 48 months)

b) five years in the case of supplies and services which constitute buildings or constructions ("Bauwerke") or which you must reasonably identify to be destined for the use in buildings or constructions ("Bauwerke") and which cause a defect to such a building or construction ("Bauwerk") (latest possible time limit: 72 months).

The limitation period in the case of fraudulent conduct as well as the suspension and interruption of warranty periods are governed by the statute of limitations as provided for by law. This shall in particular apply for the suspension and recommencement of warranty periods in the event of subsequent remedy ("Nachbesserung") or substitute delivery ("Neulieferung").

You are obliged to remedy any defects which shall also include non-compliance with guarantees you have given, without undue delay ("unverzüglich") after we have given notice of the defect at your sole expense, in our discretion either by subsequent performance ("Nacherfüllung") (i.e. subsequent remedy or delivery of new parts in replacement for the defective parts) at the place where the parts are located (place of storage, installation) or used from time to time. This shall include any costs of investigation of the cause of the defect as well as those incurred for disassembly and reassembly at the plant which are necessary for the purposes of defect remedy. Ownership of goods for which you have delivered substitutes shall be retransferred to you. We are however not obliged to return any defective goods to you. The burden of proof for the existence of a defect remains with us unless otherwise agreed or stipulated by law and provided you have not given a guarantee. You are obliged to reasonably support and assist us in the investigation of the cause of a defect by providing us with appropriate

product information.

10.4. If your supplies or services are defective, we may carry out, or engage third parties to carry out, subsequent performance ("*Nacherfüllung*") at your expense or withdraw from the contract ("*Rücktritt*") according to the statutory provisions or claim reduction of the purchase price ("*Minderung*") or damages in lieu of performance ("*Schadenersatz an Stelle der Leistung*") if any of the following should occur:

a) You fail to initiate measures for defect remedy without undue delay ("unverzüglich") after receipt of our notice of defect or you fail to fulfil, or properly or timeously fulfil, your obligation to render subsequent performance ("Nacherfüllung") within a reasonable period granted by us.

b) A defect affects the safety of your supplies or services and immediate defect remedy is necessary to prevent the risk of personal injury or damage to the environment or to prevent immediate shut-down of the plant to so avoid enforcement measures by the competent authorities and it is, in reasonable consideration of the legal interests involved, necessary to initiate defect remedy before you have received the notice of defect.

c) A defect occurs during assembly, installation, commissioning or operation of the plant and immediate defect remedy is reasonably necessary to mitigate the damage resulting from an interruption of operations in any of the aforesaid project stages which was caused by the defect or where immediate defect remedy may reasonably prevent the expenses which would be incurred for the deployment of your staff to the place where the goods or services are used. In this case, you shall only be liable for the costs incurred to the extent they would demonstrably have been incurred by you if you had rendered subsequent performance ("Nacherfüllung") yourself.

10.5. The grant of a second try for subsequent remedy ("*Nachbesserung*") shall definitely be dispensable

a) in the cases mentioned in sec. 10.4 of these GTC-P

b) in the case of functional defects

c) if you are unable to submit sufficient proof that reoccurrence of the same defect is definitely excluded or if we are at risk of suffering considerable disadvantages in the contractual relationship with the end user of your goods and services as a result of the defect (including but not limited to claims for damages, withdrawal or reduction of the purchase price).

11. Liability for defects in title

11.1. You represent and warrant that no third parties are in a position to invoke and assert against us or the operator of the plant any rights in rem or patents, patent applications published at the time of supply, utility models, trademark rights, design rights or copyrights relating to your supplies and services, provided these are used in accordance with the contract (for copyrights see sec. 3.2 of these GTC-P).

The said warranty shall not extend to any infringements of the aforesaid rights which

a) are due to the requirements or specifications imposed by us (including but not limited to our engineering specifications) which themselves make use of industrial property rights or other proprietary rights of third parties.

b) are caused by the combination of your supplies and services with other parts of the plants if and to the extent you were not aware of the specific features of the combination at the time when the purchase order was placed.

11.2. If third parties should allege an infringement of any of the aforesaid rights, the contracting party against which the claims are asserted shall inform the other party to that effect without undue delay ("*unverzüglich*") to find out about the existing property rights and the chances of defence against the claims or of reasonable elimination of the infringement. Regardless thereof, we shall be entitled to the rights provided for by law, with the proviso that

a) you shall end the infringement by supply of an equivalent substitute, with no additional costs incurred by us.

b) if you fail to fulfil your obligation to render subsequent performance ("Nacherfüllung") within a reasonable period granted by us, we shall be entitled to withdraw from the contract ("Rücktritt") or claim reduction of the purchase price ("Minderung") or, on the conditions provided for by law, claim damages for non-performance ("Schadenersatz wegen Nichterfüllung"). The grant of a period for subsequent performance is dispensable in the cases provided for by law. You shall indemnify us from any and all claims asserted against us for an infringement of industrial property rights or other proprietary rights which is imputable to you ("zu vertreten haben") and you shall bear the costs of our defence against the claims except where you have not culpably (intentionally or negligently) caused the infringement. Contributory negligence ("Mitverschulden"), if any, on our part shall be governed by § 254 BGB (German Civil Code). As to the statute of limitations, the provisions in sec. 10.3 of these GTC-P shall apply accordingly to the claims for defects in title.

12. Spare parts

You are obliged to supply us with spare parts for the goods at reasonable and - at least in Germany - usual market prices during a period of 15 years from the time when the risk for the relevant consignment (first delivery) passes to us. The spare parts must be identical with the spare parts available upon first delivery in terms of compatibility, function and quality, unless, due to technical progress, an improved design of the parts is reasonable and legitimate.

13. Product liability / Recall / Liability for costs of recall

13.1. You are obliged to take the place of installation/ final destination of your goods which is designated in the purchase order or has otherwise become known to you in the time until receipt of the purchase order into account with a view to potential third-party claims for defects of the goods supplied by you (product liability). If product liability claims are asserted against us for a defect of your goods, we shall be entitled to any and all recourse claims and compensation claims within the limits of the law applicable from time to time, including Private International Law.

13.2. You are obliged to recall the goods delivered by you in the cases and in the way prescribed by law. If you are aware of any place where we put your goods into circulation for final use outside Germany, your obligation to recall the goods shall be governed by the laws and regulations applicable at that place.

13.3. If you should culpably fail (by intentional or negligent conduct) to comply with your obligation to recall goods, you shall be liable for compensation of all loss and damage which we are obliged to bear if, in any such case, we ourselves are subject to a statutory obligation of recall which includes the recall of your goods. If we are aware of our obligation to recall the goods, this shall only apply if and to the extent that we have informed you and have granted you a reasonable period for recalling the goods yourself which has expired without result. Regardless thereof, you shall be liable for compensation of any loss, damage and costs incurred by us for which insurance can be taken out according to the "Besondere Bedingungen und Risikobeschreibungen für die Rückrufkosten-Haftpflichtversicherung für Hersteller- und Handelsbetriebe (Musterbedingungen des GDV Stand Februar 2016)" (*Special Terms and Conditions and risk specifications for insurance against liability for the costs of recall for manufacturing and trading companies (Model terms and conditions of the GDV (Association of German insurers) as amended in February 2016)*.

14. Insurance

14.1. You are obliged to take out and maintain at your expense liability insurance with an internationally recognized insurance company typically doing business in this field of insurance cover, with worldwide cover including cover of damage to third-party property caused by commercial or professional work performed on such property ("*Tätigkeitsschäden*"), consequential damage which was originally caused by such work but occurs after completion of the work only ("*Tätigkeitsfolgeschäden*") and product liability including all typically available components including a "machinery clause" ("*Maschinenklausel*" which provides cover for damage caused by defective manufacturing or processing machines supplied by the policy holder), environmental damage and recalls. These insurance policies must at least provide cover in the following amounts per case of damage which shall be made available to us in the case of damage:

- Personal injury: 10 million EUR
- Damage to property: 10 million EUR, in the case of damage to third-party property caused by commercial or professional work performed on such property ("*Tätigkeitsschäden*") 5 million EUR

limited to a maximum total of twice the aforesaid amounts respectively for every insurance year. The preceding provision does not in any way limit your liability arising out of or in connection with the purchase order.

15. Our drawings / tools / other items made available to you

We reserve title and copyright to all items which we have made available to you such as models, samples, drawings, tools, moulds, templates, master plates, calculations and other documents relating to your supplies and services. They are given in your custody and you are obliged to handle them carefully and use them for no purposes other than the performance of the agreed supplies and services, and you are obliged to return them to us after completion of performance without request. You are obliged to maintain our tools, moulds, templates and master plates and insure them against damage by fire and water and against theft or loss.

16. Secrecy

16.1. Both contracting parties undertake to treat all information which they receive, directly or indirectly, from the respective other party in the context of the purchase order confidentially and ensure that their employees are likewise committed to secrecy to the same extent (even for the time after termination of their employment). Such information may only be made available or disclosed to third parties to the extent this is necessary for performing the relevant purchase order.

16.2. The obligation under sec. 16.1 of these GTC-P shall not apply to information that

a) is proved to be generally known with no breach of any obligation of secrecy or which is legitimately communicated to the receiving party by a third party not subject to an obligation of secrecy or which was already known to the receiving party before or which is generated by the receiving party based on such party's own knowledge or know-how, regardless of the disclosure.

b) is required to be disclosed by official order or court order and the party that is liable to disclose the information has informed the other party to that effect before the disclosure or if disclosure to professionals who are bound to secrecy by law (lawyers, auditors) is objectively necessary.

Either party may request upon termination of the contractual relationship return of its documents and copies as well as deletion of all electronic files that contain the party's confidential information. The statutory retention obligations and the right to archive documents and files for reasons of proof remain unaffected thereby.

17. Data protection

We process personal data from your sphere such as names, addresses, functions, telecommunication data and other personal data for no purposes other than the performance of a purchase order and any legal relationships resulting therefrom. Detailed information on the nature and scope of the data processing including data transmission is available at https://strothmann.com/en/privacy-policy/.

18. Minimum wages

As part of the fulfillment of the deliveries and services owed to us, you undertake to comply with all legal provisions. If applicable, you will comply in particular with the Act on the regulation of a general minimum wage of 11.08.2014 (Mindestlohngesetz- MiLoG) in the currently valid version and thus indemnify us from all claims, losses or expenses, in particular in the case of liability in accordance with § 13 MiLoG. You will also oblige your suppliers accordingly. The indemnification declaration also applies to any costs arising out of or resulting from defending such claims (e.g. attorney's fees).

19. Compliance / Code of Conduct

19.1. You are obliged to comply in all respects with the laws and regulations of the applicable legal system, including those relating to antitrust law, the prevention of corruption, data protection and export controls.

19.2. Legal requirements in accordance with the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz, LkSG)

19.2.1. You are obliged to comply with certain human rights and environmental due diligence obligations in your supply chains in order to avoid or minimize human rights or environmental risks or to end the violation of human rights or environmental obligations. The terms "human rights risk", "environmental risk" (together "Risks"), "breach of a human rights-related obligation" and "breach of an environmental obligation" (together “Obligations”) have the meaning as defined in the German Supply Chain Due Diligence Act (the "Lieferkettensorgfaltspflichtengesetz LkSG"), as amended from time to time.

19.2.2. You undertake to identify the Risks described in the law and to comply with the corresponding Obligations and to pass this expectation to your own suppliers along your supply chain (the "Expectations"). In addition, you undertake to comply with the Siempelkamp Group Code of Conduct for Suppliers (available at https://www.siempelkamp.com/en/code-of-conduct-for-suppliers) in its current version and to oblige your suppliers to comply with this Code of Conduct for Suppliers or its content.

19.2.3. We have the right, upon prior written notice, to conduct audits to ensure compliance with the obligations under this clause (the "Audit") either ourselves and/or through an appointed auditor. For this purpose, you shall provide all data, documents and other information that we and/or the auditor reasonably request.

19.2.4. If we suspect a violation of a human rights or environmental obligation by you or one of your direct or indirect suppliers, you are obliged to take effective clarification and, if necessary, corrective measures and to provide us with evidence thereof.

19.2.5. At our request, you shall promptly (i) work with us to develop a plan to end the breach of a human rights or environmental obligation (the "Remedial Plan"), including a specific timetable for such plan, and (ii) implement such measures as we may reasonably require to implement such Remedial Plan.

19.2.6. We have the right to terminate the contract with immediate effect if (i) you fail to comply with your obligations under this clause, (ii) there is a material breach of Expectations or (iii) the Remedial Plan is not implemented within a timetable set out in the Remedial Plan.

20. Right of retention

You may only retain supplies and services on account of undisputed claims or claims that have been established by a final non-appealable court decision (*res judicata*) arising from the same legal relationship that gives rise to your obligation.

21. Final provisions

21.1. All legal remedies available under these GTC-P or any other agreement with you shall be deemed to be cumulative and thus do not exclude or prevent the assertion of the corresponding statutory claims.

21.2. If individual provisions or parts of these GTC-P should be invalid, this shall be without prejudice to the validity of the remaining provisions hereof.

22. Governing law / place of jurisdiction

22.1. All legal relations between you and us including the initiation and consummation of the contractual relationship are governed by the substantive law of the Federal Republic of Germany with the exception of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG). However, for non-contractual legal relations (including but not limited to tort liability and product liability) involving foreign law elements, the provisions of Private International Law shall take precedence.

22.2. The place of jurisdiction is Krefeld. We reserve however the right to assert our claims at the place of jurisdiction where your headquarters are domiciled at the time when the action is brought.