

General Terms and Conditions of Purchase of esmo group (GT&CsP)

I. Scope of application

1. The following General Terms and Conditions of Purchase (“GTCP”) apply exclusively to all purchases/orders placed with esmo AG, Brückenstraße 1, 83022 Rosenheim, Federal Republic of Germany (“esmo”). The GTCP only apply if the contractor, service provider or supplier (“supplier”) is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
2. These GTCP apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of Business/Sales Conditions of the supplier only become part of the contract if and to the extent that esmo has expressly agreed to their validity in writing and with express reference to them. This requirement of consent applies in any case, for example even if the supplier refers to its GTC in the order confirmation or on other documents and esmo has not expressly objected to this or accepts the supplier’s performance without reservation.
3. The GTCP apply in particular to contracts for the sale and/or delivery of movable goods (“goods”), irrespective of whether the supplier manufactures the goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of esmo’s order also apply as a framework agreement for similar future contracts, without esmo being obliged to refer to the GTCP again in each individual case. esmo reserves the right to amend these GTCP at any time. Changes to the GTCP are to be notified to the supplier with a reasonable period of notice before coming into effect and apply to all future contracts between esmo and the supplier.
4. Legally relevant declarations and notifications are to be submitted in writing within the meaning Section 126 BGB. The electronic exchange of copies of handwritten and signed documents is sufficient for this purpose. Simple emails are not sufficient. In addition, “in writing” in these GTCP means in text form pursuant to Section 126b BGB. Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected. All messages, declarations, notifications, etc.
5. The supplier accepts these terms and conditions of purchase by fulfilling the order or contract.

II. Placement of orders

1. Insofar as esmo’s offers contain no specific binding period, esmo is committed to a binding period of three working days (Monday - Friday with the exception of public holidays, in each case at esmo’s registered office - “work day”). The date stated on the offer or the receipt of the declaration of acceptance by esmo is decisive. An order from esmo is considered binding at the earliest upon written submission or confirmation. If esmo however indicates this on the order document, no handwritten signature is required for the order to be valid. The supplier is obliged to notify esmo of obvious errors (e.g. typing and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to be concluded. Verbal ancillary agreements to the order/commission are to be recorded in writing.
2. The supplier is obliged to confirm the order to esmo in writing within a period of 7 calendar days without any changes or in particular to execute the order without reservation by dispatching the goods (“acceptance”), otherwise esmo is not bound by the order.
3. A delayed or amended acceptance is deemed to be a new offer and requires acceptance by esmo.
4. esmo is entitled to withdraw from the contract at any time by written declaration stating the reason if (a) the ordered goods can no longer be used in esmo’s business operations or only at considerable expense due to circumstances occurring after conclusion of the contract for which the supplier is responsible (e.g. failure to comply with legal requirements) or (b) the financial circumstances of the supplier deteriorate after conclusion of the contract to such an extent that delivery in accordance with the contract is not to be expected.
5. Offers from the supplier are to be submitted free of charge and are binding; cost estimates are only remunerated by esmo after written agreement. Insofar as the supplier prepares offer or project documents, brochures, presentations or similar or attends visits,

meetings or other appointments with esmo prior to conclusion of the contract, esmo provides no remuneration for such services.

6. All information including drawings and other documents required by esmo for the installation, operation, maintenance or repair of the goods are to be made available to esmo by the supplier in good time, unsolicited and free of charge. Section 434 (2) BGB remains unaffected.

7. Drawings, drafts etc. produced by the supplier for esmo in accordance with special specifications become the unrestricted property of esmo without additional remuneration, irrespective of whether they remain in the possession of the supplier. Contradictory declarations by the supplier, e.g. on documents provided to esmo, are not binding.

8. Separate agreements as well as their amendments and supplements are only binding if they are issued or confirmed in writing by esmo.

9. All order data specified by esmo, which are necessary for the proper processing of the order, are to be stated on all documents relating to the order. In particular, the esmo order reference (date of order/commission and number) and the material designation and number assigned or communicated by esmo are to be stated.

III. Change requests, service changes

1. esmo is entitled to request changes, additions and extensions to the contractual services at any time (change request). The supplier is entitled to object to a change request within 2 weeks of receipt of the change request if it considers the implementation of the change request unreasonable.

2. The supplier is obliged to provide esmo with a calculation of the costs required to implement a change request, taking into account the effects of the change on performance deadlines, remuneration and resources used. If the supplier incurs additional expenses as a result of changes, the supplier is entitled to demand an appropriate adjustment of the performance dates and remuneration.

3. The agreement on the implementation of a change request, including the resulting consequences for performance deadlines and the supplier's remuneration ("service change"), are to be defined in writing by esmo and the supplier. The relevant change in performance only becomes effective upon written confirmation. The supplier is, however, obliged, within the scope of what is reasonable and its operational and personnel possibilities, to begin immediately with the implementation of the change request even before the change in performance takes place.

4. If no agreement is reached regarding a change request, esmo reserves the right to terminate the contract for the specific service in question with immediate effect if it would be unreasonable for esmo to continue without the requested change.

IV. Basis of cooperation

1. The supplier is obliged to provide all the agreed deliveries and services professionally, punctually and in accordance with the statutory provisions and contractual agreements. The supplier is always to apply the standard of care expected of professionals and to exercise the care objectively necessary in every case.

2. esmo is neither obliged to provide material, samples, tools or other objects nor to hand over specifications, plans or drawings, etc. Insofar as esmo makes these available to the supplier, esmo reserves ownership and all industrial property rights to these. They are only permitted for use by the supplier for the duration and purposes of the supply relationship and are to be returned to esmo in full and without retention of copies – regardless of the storage medium – upon termination. 3. Insofar as necessary for the production of goods, the supplier examines the items and documents handed over to ensure that they are free of errors and complete and immediately notifies esmo of any recognisable errors. The same applies if esmo has informed the supplier of the intended use; in this case, the supplier is to notify esmo immediately if the ordered items are not suitable to fulfill this intended use. The supplier is obliged to notify esmo immediately of any changes in the composition of the processed material, the processed material or the design compared to the previous goods.

4. The supplier is not authorised to represent esmo in legal matters. No relationship under company or labour law is established between esmo and the supplier.

V. Prices and terms of payment

1. The prices listed in the order apply for the entire duration of the order, even if the delivery date is postponed. All prices include the statutory sales tax, if it is not set out separately. Furthermore, prices, remunerations and other monetary amounts are expressed in euros unless another currency is agreed.
2. Price increases require an express written agreement to be effective.
3. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, customs duties). Insofar as the price agreed excludes packaging and the remuneration for the packaging – not only provided on loan – is not expressly determined, it is to be charged at the verifiable cost price.
4. Any services, outlays, or expenses of the supplier (e.g., travel time, travel expenses, accommodation, and meals) that have not been expressly agreed upon by contract are not remunerated or reimbursed separately by esmo.
5. All of supplier's invoices are required to include at least the following details: (i) name/company name, full address, and account information of the supplier, (ii) name/company name and full address of esmo, (iii) name of the responsible contact person at esmo (specified on the order), (iv) date and number of the order, (v) net amount, (vi) statutory value-added tax (if applicable) and the applicable tax rate, (vii) total invoice amount, and (viii) any other information and data required under the statutory provisions regarding value added tax (invoicing requirements), in particular the VAT registration numbers of the supplier and of esmo, invoice number, invoice date, and date of performance or performance period.
6. Invoices issued by the supplier for the delivery of commercial goods must include, in addition to the details specified in Section V.5, at least the following details: (i) description of the goods, article number (SKU) and quantity delivered for each individual item, (ii) delivery address and delivery date and (iii) customs tariff number (if applicable). This also applies if the supplier provides other auxiliary services in addition to the delivery of goods.
7. Invoices issued by the supplier for the provision of services that are not related to the delivery of goods are required to include the following details in addition to the individual details specified in Section V.5: (i) the nature and content of the services charged, (ii) the date and/or period of the provision of the services, (iii) the remuneration or other consideration for the services, and (iv) the supplier's disbursements and expenses, including the attachment of corresponding receipts and vouchers, if agreed.
8. Invoices that fail to include the minimum information specified in sections V.5 to 7 may be rejected by esmo and returned to the supplier. Esmo reserves the right to withhold payment until receipt of a properly issued invoice.
9. All payments are made in euros and, unless otherwise agreed, by non-cash means.
10. The payment is not an acknowledgement of the completeness and absence of defects of the deliveries and services and has no influence on the assertion of complaints and warranty claims.
11. The agreed price is due for payment within 60 calendar days of complete delivery and performance (including any agreed acceptance) and receipt of a properly issued invoice. If esmo effects payment within 14 calendar days, the supplier is to grant a discount of 3% on the net invoice amount. If esmo effects payment within 30 calendar days, the supplier is to grant a discount of 2% on the net invoice amount. The supplier is to grant a 4% discount to esmo in the case of direct debit payments. In the case of payment by bank transfer, payment is deemed to have been effected in due time if the transfer order is received by esmo's bank prior to expiration of the payment period; esmo is not responsible for delays caused by the banks involved in the payment process.
12. In the event of a non-contractual, in particular defective, delayed or incomplete delivery or service, esmo is entitled to withhold payments until the contractual delivery or service is provided. Any retention or set-off by esmo against claims of the supplier is not to result in the loss of any rebates, discounts, and similar payment benefits granted by the supplier. Any other statutory and contractual rights in favour of esmo remain unaffected.
13. esmo is not liable for default interest. The statutory provisions apply to default in payment, in which case esmo is only liable for default interest in the amount of 5% above the base interest rate (Section 247 BGB).

VI. Delivery times

1. The agreed delivery dates/completion dates are to be strictly adhered to. Early delivery without the prior written consent of esmo is not permitted. If the delivery time is not specified in the order and is not otherwise agreed, then it is deemed to be 2 weeks from

conclusion of the contract. The supplier is obliged to inform esmo immediately in writing if the supplier is unlikely to meet agreed delivery times – for whatever reason. esmo's claims arising from and in connection with the following Sections VI.3 and 4 remain unaffected.

2. Postponements require a new, binding appointment agreement in writing by the contractual partners involved.
3. If the supplier is in default with the provision of its services, esmo is entitled to the statutory rights – in particular withdrawal and compensation. Withdrawal from the contract is possible irrespective of fault on the part of the supplier. The supplier is only entitled to invoke the absence of necessary documents or information to be supplied by esmo if it has not received these within a reasonable period despite a written reminder. The provisions in Section VI.4 remain unaffected.
4. If the supplier is in default, esmo is entitled to claim – in addition to any further statutory claims – liquidated damages for default in the amount of 0.5% of the net price per completed working day, but not more than 5% of the net price of the goods delivered late. esmo reserves the right to verify that the actual damage incurred is higher. The supplier reserves the right to demonstrate that no damage or only minor damage has been incurred.
5. esmo is entitled to declare the reservation of an agreed and forfeited contractual penalty in amendment of Section 341, (3) BGB vis-à-vis the supplier until the final invoice is due, but no later than until the final payment.
6. The supplier is only entitled to claim force majeure if it has notified esmo without delay.

VII. Delivery and service

1. The supplier is not entitled to make partial deliveries without the prior written consent of esmo.
2. The supplier is obliged to notify esmo of all deliveries and services in good time, at least 3 work days before dispatch, by means of a (dispatch) note that shows the type, quantity and, if applicable, the (net) weight in detail. The supplier is required to state the relevant order information in all shipping and order documents and in the associated correspondence, in particular in dispatch notes, consignment notes and invoices pursuant to Section VII.7.
3. Unconditional acceptance of delayed deliveries or services by esmo does not constitute a waiver of esmo's statutory or contractual claims due to delayed deliveries or services.
4. Delivery within Germany is "carriage paid" to the location specified in the order. If the destination is not specified and the parties have not agreed otherwise, delivery is to be made to the place of business designated by esmo. The respective destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at creditor's domicile). esmo is only liable for the costs of a transport insurance taken out by the supplier if this has been agreed in writing in advance.
5. The risk of accidental loss and accidental deterioration of the goods transfers to esmo upon delivery at the place of performance. Insofar as an acceptance procedure has been agreed, this is decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services also apply accordingly to an acceptance. Any contractually agreed performance records and acceptance procedure are to be performed free of charge for esmo and are to be recorded in writing by both parties.
6. All goods are to be packed for transport and delivered if their nature requires packaging for transport. The packaging is to comply with all statutory and contractually agreed product, packaging and transport provisions; in particular, it must be safe for transport and appropriate for the respective mode of transport.
7. In addition to the shipping address, the shipping documents are to always include the order details (purchase order number, purchase order date, delivery point, recipient's name (if applicable), and the material designation and number specified or provided by esmo. Should subcontractors be used, they are to state the supplier as their customer in correspondence and shipping documents, quoting the order data. The unit weight is to be clearly and permanently displayed on loading units of 1 tonne or more. The delivery note is to be enclosed with the delivery, stating the date (issue and dispatch), contents of the delivery (article number and quantity), and the order reference of esmo (date and number). If the delivery note is missing or incomplete, esmo assumes no responsibility for any resulting delays in processing and payment. A corresponding dispatch note with the same content is to be sent to esmo separately from the delivery note.
8. The statutory provisions apply to the occurrence of default of acceptance by esmo. The supplier is also required to expressly offer esmo its services if a specific or specifiable calendar date has been agreed for an action or involvement on the part of esmo (e.g. provision of material). If esmo is in default of acceptance, the supplier is entitled to claim compensation for its additional expenses

in accordance with the statutory provisions (Section 304 BGB). If the contract concerns a specific item to be manufactured by the supplier (single-unit production), the supplier is only entitled to further rights if esmo is obliged to cooperate and is responsible for the failure to cooperate.

9. If a delivery arrives at its destination in damaged packaging, esmo is entitled to reject the delivery in its entirety without checking the contents. The costs of any return shipment are payable by the supplier. The same applies if a delivery is handed over to esmo or the carrier designated by esmo in damaged packaging, provided that such a delivery method has been contractually agreed.

10. The supplier is responsible for the disposal of all packaging materials and/or waste in compliance with all relevant national or EU legal regulations in their currently valid version. The supplier/contractor is responsible for ensuring that a suitable disposal system is in place. The supplier is obliged to provide esmo with suitable and up-to-date proof of participation in a suitable disposal system without undue delay upon request.

11. Should the supplier not be participating in a functioning disposal system or fail to provide the relevant proof, esmo is entitled, at its own discretion, to assert the rights in accordance with Section X.13 or to proportionately involve the supplier in all costs incurred for the collection, sorting, storage, disposal and recycling of the transport packaging until a corresponding contract has been concluded or the relevant verification has been provided. The same applies if a supplier stops participating in a disposal system, in which case the supplier is obliged to notify esmo immediately and in writing.

13. The supplier is obliged, at the request and discretion of esmo, to take back the packaging at its own expense or to bear the costs of disposal of packaging material by esmo, against presentation of evidence and up to a reasonable amount. Insofar as waste within the meaning of the waste legislation is produced in the course of the supplier's deliveries/services, the supplier is to recycle or dispose of the waste at its own expense – subject to any written agreement to the contrary – pursuant to the provisions of the waste legislation. Ownership, risk and responsibility under waste disposal law transfers to the supplier at the time the waste is produced.

14. The following applies to work services: The supplier is obliged to notify esmo of the readiness for acceptance of the work performance at least 10 business days prior to the planned acceptance, unless the type, scope, or complexity of the work performance requires a longer notification period. esmo is entitled to inspect the functionality of the services released by the supplier for acceptance free of charge within 20 business days after receipt of the relevant declaration by the supplier, unless the type, scope, or complexity of the work performance requires a longer inspection period. The acceptance of work performance is required in writing. Partial acceptances and a notional acceptance are excluded. This also applies if esmo uses the work performance without having declared acceptance in advance. Any costs of acceptance are payable by the supplier.

VIII. Data and product information

1. The supplier agrees to provide esmo with all the necessary product information in their latest version in good time before delivery, e.g. safety data sheets, processing instructions, labelling regulations, environmental compatibility documentation, assembly instructions, operating instructions, occupational safety measures, approvals and CE declarations of conformity declarations – in particular, where required pursuant to Art. 31 of Regulation (EC) Nr. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) as well as the information required pursuant to Art. 32, 33 REACH.

2. Insofar as is necessary for distribution within the EEA or Switzerland, esmo is entitled to prepare translations of necessary product information into the national languages.

3. The supplier warrants that the delivery items contain no gold, tin, tantalum, tungsten or compounds of these materials originating from the Democratic Republic of Congo or neighbouring states of the Democratic Republic of Congo. The supplier agrees to provide esmo with information regarding the origin of the substances and/or compounds mentioned.

IX. Retention of title

1. Ownership and the power of disposal transfer to esmo upon handover of the delivery items/service performance, even if delivery is made directly to esmo's customers.

2. Any simple, extended, expanded, or other reservation of title in favour of the supplier is excluded. esmo is entitled to process, integrate into other products, sell, or otherwise dispose of the delivered goods without the consent of the supplier.

X. Warranty

1. The statutory provisions and the provisions set forth in Sections X. through XIII. below apply with regard to esmo's rights in the event of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly/installation or defective product information) and in the event of other breaches of duty by the supplier.
2. The product descriptions that are the subject of the respective contract or that have been incorporated into the contract in the same way as these General Terms and Conditions of Purchase shall be deemed to be the agreement on quality, in particular by designation or reference in the order. No difference applies as to whether the product description originates from esmo, the supplier or the manufacturer.
3. The supplier warrants that the delivery items/services fully comply with the state of the art and the statutory provisions. This includes, in particular, the respectively valid recognised rules of science and technology, applicable technical regulations and standards (e.g. DIN, EN, ISO, VDE) as well as the applicable occupational safety and accident prevention and emission protection regulations.
4. If a defect becomes apparent within the warranty period, it is assumed that the defect already existed at the time of the transfer of risk.
5. Notwithstanding any further claims by esmo, the weight determined by esmo at the time of receipt applies in the event of weight deviations, unless the supplier demonstrates that the weight calculated by the supplier is correctly determined in accordance with a generally recognised method at the time of transfer of risk. This Section X.5 also applies accordingly to quantities.
6. The statutory provisions (Sections 377, 381 Commercial Code) apply to the commercial obligation to inspect and give notice of defects, with the following proviso: Unless otherwise provided for below, esmo's duty to inspect the goods is limited to defects that are openly apparent during the incoming goods inspection, including an external examination of the delivery documents (e.g. transport damage, wrong and short delivery) or that are identifiable during quality control by means of sampling. Insofar as acceptance has been agreed, then no obligation to inspect exists. In addition, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. The requirement for esmo to give notice of defects discovered at a later date (hidden defects) remains unaffected. Notwithstanding esmo's obligation to inspect the goods, esmo's notification of defects is deemed to be prompt and timely if it is sent within two (2) weeks from the date of discovery in the case of hidden defects.
7. esmo's customers, in addition to esmo, are entitled to claim defects in the delivery items/services directly from the supplier. The supplier is obliged to investigate such complaints, to inform esmo immediately and to remedy the defects. In these cases, any suspension of the statutory limitation periods also applies in esmo's favour.
8. If, upon inspection of the goods, esmo discovers obvious defects in parts of the goods, resulting in parts of the delivery not meeting the legal or contractual requirements, esmo may reject the entire delivery.
9. Subsequent fulfilment also includes the removal of the defective goods and the reinstallation of the defect-free goods, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect was discovered; esmo's statutory claim to reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, are payable by the supplier even if it transpires that there was in fact no defect. esmo's liability for damages in the event of an unjustified request to remedy a defect remains unaffected; in this respect, however, esmo is only liable if esmo or the customer raising the complaint recognises or is grossly negligent in not recognising that there is no defect.
10. Notwithstanding esmo's statutory rights and the aforementioned provisions in Section X.9, the following applies: If the supplier fails to fulfil its obligation of subsequent performance - at esmo's discretion by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by esmo, esmo may remedy the defect itself or have it remedied by a third party and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If the subsequent fulfilment by the supplier has failed or is unreasonable for esmo (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; esmo is to notify the supplier of such circumstances immediately, if possible in advance. The supplier is entitled to a maximum of 2 attempts at subsequent fulfilment.
11. The following applies to work performance by way of derogation: The supplier is to remedy defects in the work performance by means of subsequent fulfilment, at esmo's discretion either by rectification or by replacement delivery. If the rectification of the

same defect fails several times (at least three times) and it is unreasonable to expect us to wait any longer, esmo is entitled to withdraw from the contract or reduce the agreed remuneration after the expiry of a reasonable grace period and threat of refusal. In addition, esmo is entitled to demand compensation for damages or reimbursement of any futile expenses within the framework of the statutory provisions. esmo's right to self-remedy pursuant to Sections 634 Nr. 2, 637 BGB remains unaffected.

12. esmo and esmo's customers are entitled to demand compensation from the supplier for the expenses incurred in connection with the supplementary performance, in particular transport, travel, labour and material costs.

13. In addition, esmo is entitled to reduce the purchase price or withdraw from the contract in the event of a material defect or defect of title in accordance with the statutory provisions. In addition, esmo is entitled to compensation for damages and expenses in accordance with the statutory provisions.

14. The unconditional acceptance of deliveries or services or their temporary use as well as the payment of prices, remuneration or other sums of money are without prejudice to any rights of esmo (no waiver or loss of rights) and, where applicable, do not constitute acceptance.

XI. Supplier recourse

1. esmo is unrestrictedly entitled to the legally determined claims for expenses and recourse within a supply chain (supplier recourse in accordance with Sections 478, 445a, 445b and/or Sections 445c, 327 para. 5, 327u BGB) in addition to the claims for defects. esmo is particularly entitled to claim from the supplier exactly the type of subsequent performance (rectification of defects or replacement delivery) that esmo owes to its customer in the individual case; with regard to goods with digital elements or other digital content, this applies also with respect to the provision of necessary updates. esmo's statutory right to choose (Section 439 para. 1 BGB) remains unaffected.

2. Before esmo acknowledges or fulfills a claim for defects asserted by one of its customers (including reimbursement of expenses in accordance with Sections 445a para. 1, 439 para. 2, 3, 6 p. 2, 475 para. 4 BGB), esmo notifies the supplier and asks for a written statement, briefly explaining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and if no amicable solution is reached between the parties, the claim for defects actually granted by esmo is deemed owed to its customer. In this case, the supplier is obliged to provide evidence to the contrary.

3. esmo's claims arising from supplier recourse apply even if the defective goods have been combined with another product or further processed in any other way by esmo, esmo's customers, or a third party, e.g., by assembly, mounting, or installation.

XII. Liability and compensation for damages

1. Insofar as not otherwise regulated in these GTCP, the supplier is liable in accordance with the general statutory provisions. The supplier is to indemnify esmo against all claims for damages by third parties which are based on defects or damage to the supplier's delivery items/services and whose causes are not within esmo's sphere of control and organisation.

2. esmo and esmo's legal representatives and employees are only liable, for whatever legal reason, in the event of gross negligence, willful misconduct, or if the violated obligation is essential to achieve the purpose of the contract (cardinal obligations). In the event of a breach of cardinal obligations due to simple negligence, esmo's liability for damages and reimbursement of expenses is limited to the foreseeable damage typical for the contract. The aforementioned limitations and exclusions of liability in accordance with this Section XII.2 are not applicable to the extent that esmo is subject to mandatory liability in case of loss of life, physical injury or health hazards or for damages to privately used property in accordance with the Product Liability Act or for other reasons. Any further liability by esmo is excluded.

3. If and to the extent that the supplier has demonstrably entered into an agreement or concerted practice with respect to goods purchased from esmo that constitutes a prohibited and non-exempt restriction of competition, the supplier is obliged to pay esmo 10% of the net price for the affected products purchased from esmo as liquidated damages. esmo's right to verify and claim higher damages and the supplier's right to verify and claim lower damages remain unaffected.

XIII. Manufacturer's liability

1. If the supplier is responsible for any product damage, the supplier is obliged to indemnify esmo from any third-party claims to the

extent that the cause lies within the supplier's sphere of control and organisation and the supplier is liable in the external relationship.

2. In the context of its obligation to indemnify, the supplier is obliged to reimburse expenses pursuant to Sections 683, 670 BGB that arise from or in connection with a claim by a third party, including for recall actions performed by esmo. Esmo is obliged to inform the supplier about the content and scope of recall measures – as far as possible and reasonable – and provide the supplier with the opportunity to comment. Any further legal claims remain unaffected.

3. The supplier is obliged to take out liability and product liability insurance with a flat-rate sum insured of at least EUR 10 million for liability insurance and EUR 10 million for product liability insurance per personal injury/property damage claim and to maintain this insurance for the duration of the contractual relationship, including the warranty period and the limitation period. The supplier is to send a copy of the liability/product liability insurance policy to esmo upon request. The supplier's insurance obligations as set forth in this Section XIII.3 apply without prejudice to all statutory and contractual rights of esmo.

XIV. Set-off, right of retention and assignment

1. esmo is entitled to rights of set-off and retention as well as to the defense of non-performance of the contract to the extent permitted by law. In particular, esmo is entitled to withhold due payments if and as long as esmo still has claims against the supplier arising from incomplete or defective performance.

2. The supplier is only entitled to set-off in the case of legally established or undisputed counterclaims.

3. The supplier is only entitled to exercise a right of retention if its counterclaim is based on the same contract as the claim asserted by esmo.

4. The supplier is only entitled to assign its claims arising from the contractual relationship to third parties with esmo's written consent. Section 354 a German Commercial Code (HGB) remains unaffected.

XV. Industrial property rights

1. The supplier warrants that the goods, including any documentation, infringe no third-party proprietary rights (including, without limitation, patent, copyright, trademark, or other intellectual property rights) in EEA countries and Switzerland and that esmo is authorised to manufacture documentation in accordance with Section VIII.2. The exemption from third-party rights also applies to parts that the supplier procures from third parties.

2. The supplier undertakes to indemnify esmo from any and all claims due to such infringement of third-party industrial property rights and to reimburse esmo for any necessary expenses (including court and attorney fees) in connection with such claims. This provision is not effective if the supplier verifies that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if it had exercised due commercial care. esmo is not entitled to enter into agreements with the third party asserting an infringement of rights – without the supplier's consent – at the supplier's expense.

3. Any further statutory claims of esmo due to defects of title of the goods delivered to esmo remain unaffected.

XVI. Spare parts

1. The supplier is obliged to keep the goods and spare parts delivered to esmo for a period of 10 years after the last delivery.

2. If the supplier intends to discontinue the production of goods or spare parts for this with or after the expiry of the period specified in the aforementioned Section XVI.1, it is to notify esmo of this with a reasonable period of notice. In this case, esmo has the right to place a final order for the goods and/or spare parts in an appropriate scope, which the supplier is required to fulfill.

XVII. Company premises and security

When entering and driving on esmo's premises, the safety instructions of esmo's specialist personnel are to be followed. In addition, the supplier is obliged to inform itself about the operating regulations applicable on site (e.g. safety regulations and house rules), to comply with them and to oblige its personnel to comply with them.

XVIII. Privacy policy

Reference is drawn to the fact that the personal data received with regard to the business relationship or in connection with it, regardless of whether they originate from the supplier itself or from third parties, are processed within the meaning of the Federal Data Protection Act and the GDPR. Additional information on the purpose and scope of the data processed by esmo is available at <https://esmo-group.com/datenschutzerklaerung/>.

XIX. Limitation period

1. Claims become time-barred in accordance with the statutory provisions, unless otherwise specified below.
2. In deviation of Section 438 (1) Nr. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. Insofar as acceptance has been agreed or prescribed, the limitation period commences upon acceptance. The 3-year limitation period also applies accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) Nr. 1 BGB) remains unaffected. Furthermore, claims arising from defects of title are not time-barred under any circumstances as long as the third party is still able to assert the right against esmo – particularly in the absence of a limitation period.
3. The statutory limitation periods of the law on sales, including the aforementioned extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as esmo is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period applies (Sections 195, 199 BGB), unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.
4. Except in the cases of suspension of the limitation period provided for by law, the limitation period for claims and rights in the event of defects is also suspended during the period between notification of the defect and rectification of the defect.

XX. Compliance with laws and right of termination

1. The supplier is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labour, environmental and human rights regulations.
2. The supplier is to ensure that the goods it supplies comply with all relevant requirements for placing on the market in the EEA and Switzerland. The supplier is obliged to provide esmo with verification of conformity upon request by submitting suitable documents – in particular those mentioned in Section VIII.1.
3. The supplier is to exert reasonable efforts to ensure compliance by its subcontractors with the obligations incumbent on the supplier under these Sections XX.1 and 2.
4. The supplier is to ensure compliance with Regulation (EU) 2016/679 (General Data Protection Regulation) and other legal requirements applicable in the specific case for the processing of personal data as well as compliance with these requirements by the persons employed by the supplier during the negotiation, execution and termination of the contract concluded with esmo. The supplier is, in particular, to implement sufficient technical and organisational measures (Art. 32 GDPR) to ensure a level of protection of personal data appropriate to the risk.
5. Insofar as the supplier comes into contact with personal data of esmo (in particular of employees or contractual partners) as intended in the course of the provision of services, the supplier is – insofar as this is necessary in accordance with the applicable data protection law – to conclude an agreement with esmo on order processing (Art. 28 GDPR) or an agreement on joint responsibility (Art. 26 GDPR).
6. Insofar as esmo is subject to contractual or directly mandatory statutory regulations on due diligence obligations in the supply chain, the supplier also undertakes to comply with corresponding regulations and, if necessary, to provide evidence of compliance at esmo's request. esmo is to notify the supplier of such an obligation immediately.
7. esmo is entitled to terminate the contract in whole or in part if the supplier culpably breaches its obligations under this Section XX. and fails to fulfill them within a reasonable period of time set by esmo or if the supplier intentionally or grossly negligently breaches its obligations under data protection law.

XXI. Confidentiality

1. The supplier is obliged to keep the conditions of the order and all information and documents made available for this purpose (with the exception of publicly accessible information) secret, to protect them against inspection by third parties with appropriate measures and to use them only for the execution of the order and to return them to esmo immediately upon request after completion of inquiries or after processing of orders.
2. The supplier is not permitted to refer to the business relationship with esmo in advertising material, brochures, etc. without our prior written consent and specifically not to exhibit items for delivery manufactured for esmo.

XXII. Place of jurisdiction and applicable law

1. The exclusive — also international — place of jurisdiction for all disputes arising between the supplier and esmo from or in connection with the contractual relationship is Rosenheim, insofar as the supplier is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law or its registered office is located outside the Federal Republic of Germany. esmo is, however, in all cases entitled to bring an action at the place of performance of the delivery obligation pursuant to these GTCP or a predominant individual agreement or at the general place of jurisdiction of the supplier. Predominant statutory provisions, in particular those regarding exclusive responsibilities, remain unaffected.
2. These GTCP and the contractual relationship between esmo and the supplier are governed exclusively by the law of the Federal Republic of Germany to the exclusion of international private law and international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

XXIII. Final provisions

1. Should any of the aforementioned provisions be or become wholly or partially unfeasible, unenforceable, invalid or void, the remaining provisions remain in effect.
2. References to the validity of statutory provisions are for clarification purposes only. The statutory provisions apply even without such clarification, unless they are expressly amended or excluded in these GTCP.
3. Insofar as esmo provides these GTCP in languages other than German, only the German version is binding in the event of any deviations.

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