



General Terms and Conditions of Purchase to be applied when working with contractors

Preamble

These General Terms and Conditions of Purchase are used by the following legally independent companies of the Woll Group:

- WOLL Maschinenbau GmbH, Krughütter Straße 93, 66128 Saarbrücken, Germany, entered in the commercial register of Saarbrücken District Court under HRB 4907, represented by Managing Director Christina Woll and Managing Director David Seiler,
- RITZ Maschinenbau GmbH, In der Breitwiese 2-4, 76684 Östringen-Odenheim, Germany, entered in the commercial register of Mannheim District Court under HRB 232707, represented by Managing Director David Seiler,
- M-O-T Mikro- und Oberflächentechnik GmbH, Krughütter Straße 93, 66128 Saarbrücken, Germany, entered in the commercial register of Saarbrücken District Court under HRB 19744, represented by Managing Director Atanasios Kondomitsos.

The aforementioned companies are hereinafter referred to collectively as the "Company".

The party to the contract is solely the Company that is named as the party to the contract in the respective offer, order, order confirmation, contract, delivery note, invoice or other contract document.

The designation "Woll Group" serves solely as a joint corporate designation and brand name. It does not constitute a legal entity of its own, nor does it bear joint and several liability or any other obligation to cover costs on behalf of the companies involved.

Insofar as the "Company" is referred to in these General Terms and Conditions of Purchase, the intended meaning is solely the respective Company concluding the contract.

Section 1 Validity

(1) All orders of the Company shall be carried out based solely on these General Terms and Conditions of Purchase. These are a component of all contracts that the Company concludes with its suppliers or other contractors (hereinafter referred to as "Contractual Partners"). They also apply to all future orders, even if they are not explicitly agreed to again.

(2) Terms and conditions of the Contractual Partner or of third parties do not apply, even if the Company does not explicitly object to their validity in the individual case. Even if the Company refers to a document that contains or refers to the terms and conditions of the Contractual Partner or a third party, this does not constitute consent to their validity.

Section 2 Orders and assignments

(1) The legal relationships between the Company and the Contractual Partner are governed solely by the contract concluded in writing, including these General Terms and Conditions. Amendments and additions to the contract or its termination require the written form, i.e. must be signed by hand. The written form may be replaced by the electronic form (signed electronically) in accordance with Section 126a of the German Civil Code (*Bürgerliches Gesetzbuch*, BGB). Verbal agreements or declarations made by persons other than the management or authorised representatives specially appointed by the management are not binding. These shall only take effect if they are confirmed in written form or electronic form (signed by hand or electronically) by the management or authorised representatives specially appointed by the management in accordance with Section 126a BGB. In particular, the security of the electronic form can be ensured by using qualified electronic signatures via recognised electronic signature platforms, such as DocuSign or comparable systems. For other announcements made in the course of executing the contract, the text form (made on a durable medium in accordance with Section 126b BGB) is sufficient, in particular via e-mail, unless a form with stricter requirements is required by contract or by law.

(2) The Company is entitled to change the time and place of the delivery and the nature of the packaging at any time by announcing this in writing with at least eight working days' notice prior to the agreed delivery date. With regard to changes to product specifications by the Company that have been announced in writing, the Contractual Partner shall inform the Company of any additional costs or extensions to the delivery deadline that can be anticipated following careful appraisal in good time before the delivery date, but in any case no later than within three working days of being notified by the Company. After this

notice period has passed, the right to claim extensions to the delivery deadline and/or additional costs is excluded.

(3) If the Company will be unable to use the ordered products in its business operations due to circumstances that have arisen since concluding the contract, the Company is entitled to terminate the contract at any time by making a declaration in writing and specifying the reason. In this case, the Company shall reimburse the Contractual Partner for the portion of the service that it has performed.

Section 3 Prices, terms of payment, invoice details

(1) The price stated in the order is binding.

(2) In the absence of a written agreement to the contrary, the price includes delivery and transport with packaging to the delivery address specified in the contract.

(3) If, after the agreement has been made, the price does not include packaging, and reimbursement for the packaging – which is not merely provided on loan – is not expressly specified, the packaging shall be invoiced for at cost, alongside evidence to prove the cost of the packaging. The Contractual Partner must collect the packaging at its own expense if requested to do so by the Company.

(4) Unless agreed otherwise, we shall pay the purchase price with a 3 % discount within 14 days of delivery of the item and receipt of the invoice, or the net purchase price within 30 days. Receipt of the transfer instruction by the bank is sufficient for the payments of the amounts owed by the Company to be deemed prompt.

(5) The order numbers, item numbers, delivery quantities and delivery address must be specified in all order confirmations, delivery papers and invoices addressed to the Company. If one or more of these details is missing and the Company's processing in the normal course of its business is delayed as a result, the payment periods specified in point 4 shall be extended by the length of the delay.

Section 4 Delivery time and delivery, transfer of risk

(1) The delivery time (delivery date or window) specified in the order is binding. The Contractual Partner bears unlimited liability for procuring the deliveries and the required supplies and services, including without fault (acceptance of procurement risk).

(2) Early deliveries are not permitted.

(3) The Contractual Partner is obliged to inform the Company immediately if and when circumstances arise or are identified that will prevent the delivery time from being complied with.

(4) If the latest date by which the delivery must be made is specified in the contract, the Contractual Partner shall be in default once this date has passed and there is no requirement on the part of the Company to issue a reminder to this effect.

(5) In the case of default of delivery, the Company is entitled without limitation to exercise its statutory rights, including the right of withdrawal and entitlement to compensation in lieu of the service after an appropriate extension to the deadline has been granted and has passed to no avail.

(6) In the event of delays to delivery after prior written warnings have been issued to the Contractual Partner, the Company is entitled to impose on the Contractual Partner a contractual penalty ranging from 0.5 % to 5 % of the order value in question for each commenced week of default of delivery. The contractual penalty shall be deducted from the compensation for losses caused by the delay that is payable by the Contractual Partner.

(7) The Contractual Partner is not entitled to make partial deliveries without the Company's prior written consent.

(8) Risk is only transferred to the Company once the goods have been handed over at the agreed destination, even if shipment has been agreed.

Section 5 Protection of property

(1) The Company reserves ownership of or copyright to orders placed by the Company, assignments and drawings, diagrams, calculations, descriptions and other documentation provided to the Contractual Partner. The Contractual Partner is not permitted to disclose or make these available to third parties, or to use or reproduce them itself or through third parties without the Company's express written consent. It must return all of this documentation at the Company's request if it no longer requires this documentation for its proper course of business or if negotiations do not result in the conclusion of a



contract. In this case, any copies that might have been made by the Contractual Partner must be destroyed; the only exceptions to this rule are archiving in accordance with statutory retention obligations and the storage of data for backup purposes as part of routine backup processes.

(2) Tools, equipment and models that the Company provides to the Contractual Partner or produces for the purposes of the Contract and/or which have been specially calculated for the Company by the Contractual Partner shall remain in the ownership of the Company or shall be transferred into its ownership. The Contractual Partner must clearly mark these as the property of the Company, store them with care, protect them against damage of all kinds and only use them for the purposes of the contract. The costs of maintaining and repairing these items shall be borne equally by the parties to the contract, unless agreed otherwise. However, if these costs are incurred as the result of defects in items manufactured by the Contractual Partner or improper use on the part of the Contractual Partner, its staff or other assistants in the performance of the contract, the costs shall be borne solely by the Contractual Partner. The Contractual Partner shall inform the Company without delay of all damage to these items that is more than merely minor. If requested, it is obliged to return these items to the Company in proper condition if they are no longer required to perform the contracts concluded with the Company.

(3) Retentions of title on the part of the Contractual Partner are valid only in connection with the Company's obligation to make payment for the relevant products whose title is being retained by the Contractual Partner. In particular, retentions of title that encompass more products or last a greater length of time are not permitted.

Section 6 Warranty claims

(1) In the event of defects, the Company is entitled without limitation to exercise its statutory rights. However, in deviation from this, the warranty period is 36 months.

(2) The Contractual Partner, which is not merely an intermediary, bears responsibility for the delivery it provides, including for defects that arise through no fault of its own.

(3) Even in the case of deviation from the agreed quality that is merely minor or impaired usability that is merely minor, the Company has the right to withdraw from the contract and claim compensation in lieu of the (entire) service.

(4) In any case, deviations in quality and quantity are deemed to have been raised in good time if the Company informs the Contractual Partner within three working days of the Company's receipt of the goods. In any case, concealed material defects are deemed to have been raised in good time if the Contractual Partner is informed within three working days of their discovery.

(5) Acceptance or approval of models or samples does not constitute a waiver of warranty claims on the part of the Company.

(6) The time limitation on warranty claims is suspended on receipt of the written notification of the defect from the Company by the Contractual Partner. In the case of the delivery of replacements and the correction of defects, the warranty period starts anew for replaced and rectified parts, unless the Company must assume, based on the conduct of the Contractual Partner, that the latter did not believe itself to be obliged to take the action in question, but rather carried out the replacement delivery or rectified the defect as a gesture of goodwill or for similar reasons.

Section 7 Release from liability for statements made in advertising

The Contractual Partner releases the Company from liability in respect of all claims brought by a customer of the Company based on statements made in the Contractual Partner's advertising, the manufacturer's advertising within the meaning of Section 4 (1) or (2) of the Act on Liability for Defective Products (*Produkthaftungsgesetz*, ProdHaftG) or the advertising by an assistant of one of the aforementioned entities and without which advertising statement the claim would not have been brought or not in the same amount. This rule applies regardless of whether the advertising statement was made before or after concluding this agreement.

Section 8 Product liability

(1) The Contractual Partner is liable for all claims brought by third parties due to personal injury or material damage caused by a faulty product that it has supplied and is obliged to release the Company from all resulting liability. If the Company is obliged to recall a delivered product from third parties due to a shortcoming on the part of the Contractual Partner, the Contractual Partner shall bear all costs associated with the recall operations.

(2) The Contractual Partner is obliged to take out product liability insurance at its own expense, with cover at least equal to the order value. The Contractual Partner shall provide the Company with a copy of the liability policy at any time on request.

Section 9 Property rights

(1) The Contractual Partner is responsible for ensuring that property rights of third parties in European Union countries, North America or other countries where it manufactures the products or has them manufactured are not infringed by its delivery.

(2) The Contractual Partner is obliged to release the Company from liability in respect of all claims brought against the Company by third parties on the basis of the infringement of industrial property rights specified in point 1 and to reimburse the Company for all necessary expenses in connection with such a claim. This claim remains unaffected by any fault on the part of the Contractual Partner.

Section 10 Replacement Parts

(1) The Contractual Partner is obliged to supply the Company with replacement parts for the products it has delivered for a period of at least ten years after delivery.

(2) If the Contractual Partner intends to stop producing replacement parts for the products it has delivered to the Company, it shall inform the Company to this effect without delay after the decision has been made. Notwithstanding point 1, there must be a notice period of at least 12 months from the making of the decision until the production of the replacement part is stopped.

Section 11 Confidentiality

(1) The Contractual Partner is obliged to maintain confidentiality as to the conditions of the order and all information and documentation provided for this purpose (with the exception of publicly accessible information) for a period of five years following conclusion of the contract and to use this information and documentation only for the purpose of executing the order. It shall return all information and documentation to the Company immediately on request once an enquiry has been resolved or once the orders have been processed.

(2) The Contractual Partner must not refer to the business relationship or delivery items manufactured for the Company in advertising materials, brochures, etc. without the Company's prior written consent.

(3) The Contractual Partner shall place the same obligations on its subcontractors in accordance with this Section 11.

Section 12 Customer protection

If the Contractual Partner first came into contact with or learned of a customer through the Company as an intermediary, the Contractual Partner shall ensure customer protection for this customer vis-à-vis the Company. The Contractual Partner shall not enter into direct commercial contact with the customer in circumvention of the Company for a period of two years, including after this initial contact has been made or the first assignment has been completed.

Section 13 Transfer of obligations

The Contractual Partner is not entitled to transfer its obligations arising from this contractual relationship to third parties. This does not apply to financial obligations.

Section 14 Place of performance, jurisdiction, governing law

(1) The place of performance for both parties and the exclusive place of jurisdiction for any disputes arising from this contractual relationship is the registered office of the Company.

(2) The contracts concluded between the Company and the Contractual Partner are subject to the law of the Federal Republic of Germany to the exclusion of the rules on the conflict of laws of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980.

Note:

The Company processes the Contractual Partner's personal data to carry out and perform the contractual relationship on the basis of Art. 6(1)(b) GDPR. If required for the performance of the contract, data may be shared with service providers that are being used or



with other recipients. More information about data processing can be found in the Company's privacy policy.