



## General Terms and Conditions of Purchase (GTCPs) of the MOSOLF Group

### **A Scope, applicable law, place of jurisdiction, contract language**

1. Insofar as nothing deviating or supplementary is agreed in writing between the parties, which are both entrepreneurs within the meaning of Section 14 of the German Civil Code [BGB], all deliveries, services and offers of the suppliers of MOSOLF SE & Co. KG and of the suppliers of the companies affiliated with MOSOLF SE & Co. KG within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) with their registered offices in Germany (hereinafter collectively referred to as: "MOSOLF") shall be performed on the basis of these General Terms and Conditions of Purchase (hereinafter referred to as: "GTCPs"). These GTCPs shall also apply to all future deliveries, services or offers to MOSOLF, even if they are not separately agreed again. They also constitute an essential part of all contracts concluded by MOSOLF with its suppliers for the deliveries or services they offer, unless otherwise agreed.
2. Any terms and conditions of the supplier or third parties shall not apply, even if MOSOLF does not separately object to their application in individual cases. Even if MOSOLF refers to a letter containing or referring to the terms and conditions of the supplier or a third party, this shall not constitute acceptance of the validity of these terms and conditions.
3. These GTCPs as well as all legal relationships and contracts concluded between MOSOLF and the supplier shall be governed exclusively by the law of the Federal Republic of Germany excluding private international law and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The contract language for the entire business and legal relationship between MOSOLF and the supplier is German, unless otherwise agreed.

### **B Orders and assignments, subcontracting**

1. All offers made by MOSOLF are subject to change and non-binding unless they are expressly identified as binding or contain a specific commitment period. As far as binding offers from MOSOLF do not expressly include a commitment period, MOSOLF will be bound to the offer for one week after the date of the offer. Acceptance shall be deemed timely so long as the supplier's declaration of acceptance is received by

MOSOLF within that period. MOSOLF does not waive the receipt of a declaration of acceptance within the meaning of Section 151 of the German Civil Code [BGB].

2. MOSOLF shall be entitled to change the time and place of delivery as well as the type of packaging at any time by notification in writing or in text form, provided that it notifies the supplier thereof at least 5 calendar days before the agreed delivery date. The same shall apply to changes in product specifications, insofar as these can be implemented within the scope of the supplier's normal production process without significant additional expenditure, in which case the notification period pursuant to the above sentence shall be at least 10 calendar days.

MOSOLF will reimburse any resulting additional costs only and insofar as these are proven and reasonable. If the above changes result in delivery delays that cannot be avoided despite the supplier making reasonable efforts within its normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The Supplier shall notify MOSOLF in writing or in text form of the anticipated additional costs or delivery delays resulting therefrom in good time prior to the delivery date, though at least within 3 working days after receipt of the notification from MOSOLF pursuant to this Section B. Clause 2. Paragraph 1.

3. The delivery obligations to MOSOLF may only be subcontracted by the supplier provided that MOSOLF gives its explicit consent thereto. MOSOLF may only refuse consent for good cause, e.g. in the case of subcontracting to a competitor of MOSOLF.

### **C Prices, terms of payment, invoice details, offsetting and retention**

1. The price indicated in the order is binding.
2. Unless otherwise agreed in writing, the price includes delivery and transport to the shipping address specified in the contract, including packaging and insurance of the goods.
3. Insofar as it is agreed that the price shall not include the packaging and/or insurance, and the compensation for the (loaned) packaging and/or insurance is not expressly stated, this shall be invoiced at verifiable cost price. At the request of MOSOLF, the supplier must retrieve the packaging at its own expense.

4. Unless otherwise agreed, MOSOLF will pay the purchase price within a period of 14 calendar days with 3 % discount or within 30 calendar days net from the delivery of the goods and receipt of an invoice, providing that the invoice is correct and, in particular, compliant with tax regulations.
5. All order confirmations, delivery slips and invoices provided by the supplier must include the order number, product number, delivery quantity and the delivery address as well as the relevant bank details. If one or more of these details is missing or incomplete and, as a result, processing by MOSOLF within its normal business operations is delayed, the payment periods specified in this Section C. Clause 4. shall be extended by the period of the delay. The information provided by the supplier in accordance with this Section C. Clause 5. Sentence 1 shall be deemed to be correct and binding, unless the supplier informs MOSOLF otherwise in writing or in text form.
6. In the event of late payment, MOSOLF will owe default interest in the amount of five percentage points above the base interest rate in accordance with Section 247 of the German Civil Code [BGB].
7. The supplier may only offset the claims of MOSOLF if the counterclaim of the supplier is undisputed or legally established. The supplier may only assert its right of retention if such is based on claims from the same contractual relationship and these are likewise undisputed or legally established.
3. The supplier shall be required to inform MOSOLF immediately in writing or in text form if any circumstances occur or become apparent which will result in the supplier's inability to meet the delivery time.
4. If the day by which the delivery is to be made at the latest can be determined on the basis of the contract, the supplier shall be deemed to be in default at the end of this day without the need for a reminder from MOSOLF.
5. In the event of a delay in delivery and a failing of the supplier to comply with a reasonable grace period set by MOSOLF in writing or in text form, MOSOLF shall be entitled to the statutory claims without restriction, including the right of withdrawal and the right to demand compensation for damages instead of performance.
6. In the event of delays in delivery after prior warning or reservation in writing or in text form, MOSOLF shall be entitled to demand a contractual penalty of 0.5 %, maximum 5 % of the respective order value, for each commenced week of the delay in delivery. The contractual penalty paid shall be credited towards the damages for the delay to be compensated by the supplier. MOSOLF expressly reserves the right to assert the contractual penalty until the final payment.
7. The supplier shall not be entitled to carry out partial deliveries, unless expressly agreed otherwise.

#### **D Quality, delivery time and delivery, transfer of risk, assignment**

1. When performing deliveries, the supplier must comply with the latest recognised technical rules, all safety regulations and other relevant statutory or official provisions as well as the agreed technical data. For materials (substances, preparations) and objects (e.g. goods, parts, technical equipment, empties) which, due to their nature, their properties or their condition, pose a hazard to life, body or health of humans, to the environment or to other objects, and which, pursuant to statutory provisions, must be subject to special treatment in terms of packaging, transport, storage, handling and disposal, the supplier must submit to MOSOLF a complete Safety Data Sheet in accordance with the applicable German Regulation on Hazardous Substances (Gefahrstoffverordnung) upon conclusion of the contract at the latest. In the case of changes to the materials and objects or in the event of a change in the legal situation, the supplier shall provide MOSOLF with updated data sheets on its own initiative.
2. The delivery time specified in the order (delivery date or time) is binding. Early deliveries shall not be permitted, unless otherwise agreed.
8. Even if shipment to MOSOLF has been agreed, the risk shall not be transferred to MOSOLF until the goods are handed over to MOSOLF at the agreed place of destination during opening hours.
9. The supplier is not entitled to assign its claims arising from the contractual relationship to third parties without the prior written consent of MOSOLF.

#### **E Ownership protection**

1. MOSOLF reserves the ownership or the copyrights of the placed orders, awarded assignments as well as drawings, illustrations, calculations, descriptions or other documents provided to the supplier. Without the express consent of MOSOLF, the supplier may not make them available or disclose them to third parties, nor use or reproduce them or permit third parties to do so. At the request of MOSOLF, the supplier must return all documents and any copies to MOSOLF in full, provided that they are no longer required by the supplier in the ordinary course of business or if negotiations do not result in the conclusion of a contract. In this case, any copies made by the supplier shall be destroyed, with the exception of storage within the scope of statutory retention obli-

gations and with the exception of the storage of data for security purposes as part of usual data storage practice.

2. Tools, devices and models which MOSOLF makes available to the supplier or which are manufactured for the purposes of the contract and for which the supplier invoices MOSOLF separately shall remain the property of MOSOLF or become the property of MOSOLF. They must be marked by the supplier as the property of MOSOLF, carefully stored, insured against damage and loss of any kind and used only for the purposes of the contract. The supplier shall notify MOSOLF immediately of any not inconsiderable damage to these items and any loss thereof. Upon request, the supplier shall be obliged to return these items to MOSOLF in proper condition provided that they are no longer required by the supplier for the purpose of fulfilling the contracts concluded with MOSOLF.
3. Retention of title of the supplier shall only apply insofar as it relates to the payment obligation of MOSOLF for the respective products or items to which the supplier reserves the right of ownership. Extended or prolonged retention of title is excluded.

#### **F Warranty**

1. Unless otherwise agreed, the following shall apply: In the event of defects, be it material defects or legal defects, MOSOLF shall be entitled to the statutory claims without restriction. However, in derogation of the foregoing, the warranty period shall be 36 months.
2. Regardless of Clause 1, MOSOLF shall be entitled to initially demand the correction of defects or the delivery of defect-free delivery items free of charge in each case. If the supplier is in default with this, MOSOLF may correct the defect itself and demand reimbursement of the necessary expenses.
3. Any quality and quantity deviations (material defects) shall be deemed to have been notified in good time if MOSOLF notifies the supplier of them within 7 working days of receipt of the goods by MOSOLF. In any case, hidden material defects shall be deemed to have been notified in good time as long as the notification to the supplier is made within 5 working days of their discovery.
4. Acceptance or approval of specimens or samples provided by the supplier does not constitute a waiver of warranty claims by MOSOLF.
5. Upon receipt of the written notice of defects by the supplier, the limitation period of warranty claims shall be suspended until such time as the supplier rejects the claims or declares to MOSOLF that the defect has been corrected, or otherwise refuses

to continue negotiations regarding the claims. In the case of replacement deliveries and correction of defects, the warranty period for the replaced and repaired parts shall begin again.

6. MOSOLF shall be entitled to retain an amount of at least 5 % of the agreed remuneration as collateral for the warranty claims until the expiry of the warranty period, unless the supplier provides any other collateral as defined in Sections 232 et seq. of the German Civil Code [BGB] in the corresponding amount.

#### **G Liability, product liability, insurance**

1. The supplier shall be liable for the reason and the amount as specified in the statutory provisions, unless otherwise stipulated in the above Section F. for warranty and in this Section G. below for product liability.
2. The supplier shall be fully responsible for all claims asserted by third parties as a result of personal injury or property damage, of whatever kind and for whatever legal reason, that is attributable to a faulty product delivered by the supplier. The supplier shall also be required to fully exempt MOSOLF from the resulting liability. Should MOSOLF be required to carry out a product recall involving third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall.
3. At its own expense, the supplier is required to conclude and maintain industrial liability insurance with a coverage amount of at least € 10 million covering at least the conventional product liability risk. Should MOSOLF have a legitimate interest in doing so, MOSOLF may also demand additional coverage (e.g. extended product liability, recall costs cover, liability for pecuniary loss). Upon request and at any time, the supplier shall provide MOSOLF with a certificate of insurance not older than 3 months.

#### **H Property rights**

1. The supplier warrants that no third-party property rights in the countries of the European Union or other countries in which it manufactures or distributes products, or commissions others to manufacture or distribute products, are infringed in connection with its delivery.
2. The supplier shall be obliged to exempt MOSOLF from all claims that third parties make against MOSOLF due to the infringement of one of the property rights referred to in this Section H. Clause 1. as well as reimburse all necessary costs incurred by MOSOLF in connection with such claims being asserted. This claim shall be independent of the fault of the supplier, unless the supplier proves that it is not responsible for the

infringement of property rights and, despite exercising due diligence, it cannot reasonably be expected to have been aware of this infringement at the time of the delivery.

#### **I Spare parts**

1. The supplier shall be required to provide spare parts for the products supplied to MOSOLF for a period of at least 10 years after delivery, unless otherwise agreed.
2. If the supplier intends to discontinue the production of spare parts for the products supplied to MOSOLF, or to sell the production, relinquish it to third parties or otherwise relocate it, the supplier shall inform MOSOLF immediately after the corresponding decision, insofar as this is legally permissible. In the case of discontinuation of production, such a decision must be made at least 6 months before the discontinuation of production.

#### **J Contract duration, termination**

1. If the parties have not agreed upon a specific contract term in the contract, the contract is concluded for an indefinite period.
2. MOSOLF shall be entitled to extraordinary termination of the contract without notice provided that there is good cause. Good cause shall be deemed to exist, in particular, if:
  - the supplier does not render due deliveries or is otherwise in debtor's default or discontinues its deliveries, or an application for insolvency proceedings or comparable legal proceedings has been filed against it, or such proceedings have been opened or the opening thereof is dismissed for lack of assets;
  - the supplier continues to breach a contractual or statutory duty after unsuccessful expiry of a reasonable period for remedy or after unsuccessful warning;
  - the ownership or shareholding structure of the supplier changes and MOSOLF cannot reasonably be expected to continue the cooperation in view of the creditworthiness or reliability of the supplier, or for reasons of competition, in particular, if shares in the supplier's company are acquired by a competitor of MOSOLF; or
  - the supplier breaches the compliance clause of these GTCs in Section L. below or the Code of Conduct for Business Partners mentioned therein.
3. Should MOSOLF exercise its rights of termination, any other claims or rights of MOSOLF shall remain unaffected.

4. Any notice of termination must be given in writing or in text form. The date of receipt of the notice of termination by the other party to the contract shall be decisive.

#### **K Confidentiality**

1. For a period of 5 years after conclusion of the contract, the supplier shall be required to maintain strict confidentiality in relation to the terms of the order as well as all information and documents provided for this purpose, with the exception of any publicly available information, to use the above only for the execution of the order. Upon request, the supplier shall return this information and documents to MOSOLF immediately after the completion of quotation inquiries or the execution of purchase orders. They remain the property of MOSOLF. The information and documents may not be given or made accessible to third parties and may only be used for deliveries to third parties with the written consent of MOSOLF.
2. The supplier may not make any reference to the business relationship with MOSOLF in its advertising material, brochures, the Internet or other media without the express prior consent of MOSOLF, and may not display any goods manufactured for MOSOLF.
3. The supplier must ensure that any sub-suppliers are required to comply with this Section K.

#### **L Compliance**

1. The supplier is obliged to observe the Code of Conduct for Business Partners of MOSOLF (hereinafter referred to as the "Business Partner Code") and to instruct its management staff, employees and any suppliers for full compliance. The supplier undertakes to take all organisational precautions which are necessary in order to ensure and monitor compliance by its employees and suppliers with the Business Partner Code and this Section L. These precautions must in particular meet and satisfy all requirements and conditions for fair market behaviour, for the preservation of social responsibility and occupational safety and in relation to data protection and environmental protection. MOSOLF will consistently define and implement countermeasures if it discovers or becomes aware of breaches of the Business Partner Code. The current Business Partner Code will be published on the company's website at [www.mosolf-group.com](http://www.mosolf-group.com) and made available there for retrieval at any time.
2. The supplier is in particular obliged to comply with all human rights and environmental obligations of the German Supply Chain Due Diligence Act (LkSG), in particular taking into ac-



count the terms of "human rights risk" and "environmental risk" as defined in Sections 2 (2) and (3) LkSG (hereinafter referred to as "human rights and environmental obligations").

3. The supplier shall regularly train and educate its employees and other personnel on human rights and environmental obligations. If MOSOLF itself offers training and further education, the supplier shall enable its employees and other personnel to participate in such training.
4. The supplier is obliged to provide MOSOLF or a third party commissioned by MOSOLF (hereinafter referred to as "auditor") at regular intervals (at least once a year) or on request of MOSOLF or the auditor with relevant and appropriate information that enables the verification and monitoring of the supplier's compliance with human rights and environmental obligations. This includes, but is not limited to, information about actual or potential negative impacts of the supplier on human rights or the environment, changes in business operations (e.g. due to the introduction of new products, projects or a new business area of the supplier), that may result in a substantially changed or expanded human rights or environmental risk profile, and information about the supplier's sub-suppliers and their operations in the supply chain (as defined in Clause 7 of this Section L.). MOSOLF may verify the supplier's compliance with human rights and environmental obligations. For this purpose, the supplier shall grant MOSOLF or the auditor access to its business premises during normal business hours after reasonable prior notice. In doing so, the legitimate confidentiality interests of the supplier must be considered and its business processes must not be impaired as far as possible.
5. In the event of actual or potential violations of the supplier's human rights and environmental obligations, the supplier shall immediately notify MOSOLF in writing of the actual or potential violations and immediately take appropriate remedial measures to prevent, terminate or minimize the extent of the violations. If the supplier is unable to remedy the violation of human rights and environmental obligations in its own operations in the foreseeable future, MOSOLF may require the supplier to actively participate in the joint development and implementation of an action plan to remedy the violation. During the implementation of the action plan to remedy the violation or to minimize the risks of a violation of human rights and environmental obligations, MOSOLF may temporarily suspend the implementation of the contractual relationship.
6. If the supplier violates essential human rights and environmental obligations, if it permanently fails to comply with its obligations under Clauses 2. to 6. of this Section L. or if it does not remedy violations of human rights and environmental obligations within a period set by MOSOLF or in the action plan, MOSOLF shall be entitled to terminate the contractual relationships

and/or the business relationship with the supplier with immediate effect or to withdraw from them. In the event of such a serious violation shaking confidence in the future fulfillment of human rights and environmental obligations a warning is not required. Other claims or rights of MOSOLF remain unaffected by this.

7. The supplier must pass on the human rights and environmental obligations, in particular the obligations in Clauses 2. to 6. of this Section L., in the contracts with its sub-suppliers along the supply chain relevant to MOSOLF (hereinafter referred to as the "supply chain"). To establish, enforce and maintain human rights and environmental standards in the supply chain, the supplier will require its sub-suppliers to comply, in their contracts with their respective suppliers along the supply chain, with the obligations set out in Clauses 2. to 6. of this Section L. This also includes the obligation to pass on the human rights and environmental obligations along the supply chain.
8. The supplier shall be liable to MOSOLF for all damages incurred by MOSOLF as a result of a breach of human rights and environmental obligations, in particular the obligations specified in Clauses 2. to 7. of this Section L. If a claim is made or threatens to be made against MOSOLF by a third party or as a result of an official measure with regard to an actual or potential violation of human rights and environmental obligations in connection with the supplier's business activities, the supplier shall release MOSOLF and their respective senior executives, legal representatives and employees at its own expense.

#### **M Partial invalidity, regulatory loopholes**

Should a provision of these GTCPs or a provision set out in other agreements be or become invalid or unenforceable, this shall not affect the validity of all other provisions or agreements. Instead of the invalid or unenforceable provision, the legally permissible provision that corresponds as far as possible to the economic purpose of the invalid or unenforceable provision shall apply. Insofar as these GTCPs contain loopholes, the effective provisions that the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these GTCPs if they had been aware of the loopholes shall be deemed to have been agreed to fill these loopholes.

#### **N Place of performance, jurisdiction**

The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship between MOSOLF and the supplier, insofar as the latter is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic, shall be the respective registered office of the company of the MOSOLF Group which bought or ordered the goods which



are the subject of such disputes. Mandatory legal provisions on exclusive jurisdictions remain unaffected by this provision.

**Note:**

The supplier acknowledges that MOSOLF collects, uses, stores and processes data originating from the contractual relationship in accordance with the European General Data Protection Regulation (GDPR) for the purposes of data processing required for the initiation, execution, processing and termination of the contractual relationship. MOSOLF reserves the right to transmit the data to third parties (e.g. insurance companies) insofar as this is necessary for the fulfilment of the contract.

**Version: April 2024**