

I GENERAL

1. These General Terms and Conditions of Purchase (hereinafter referred to as the "TERMS AND CONDITIONS OF PURCHASE") apply to all purchases (hereinafter referred to as the "SCOPE OF DELIVERY") made by Weihe GmbH, unless Weihe GmbH has expressly agreed otherwise in writing.

2. In the event of any inconsistencies between the contractual documents, i.e. the ORDER from Weihe GmbH and all documents referred to therein (hereinafter referred to as the "CONTRACT"), the following order of precedence shall apply:

1. Documents negotiated, agreed and signed by both parties
2. the order placed by Weihe GmbH (hereinafter referred to as the "ORDER")
3. Weihe GmbH's TERMS AND CONDITIONS OF PURCHASE
4. Invitation to tender issued by Weihe GmbH

3. Any documents forming part of the CONTRACT may only be amended by a written, duly signed document.

4. Weihe GmbH may regard all written data and information provided by the SUPPLIER in connection with the tender or the award of a CONTRACT as binding on the SUPPLIER, unless such data and information are clearly marked as non-binding.

5. Unless otherwise agreed, delivery shall be on a DAP basis. Trade terms such as DAP, FOB, CIF, EX WORKS, etc. shall be interpreted in accordance with INCOTERMS 2010 or, upon their replacement, in accordance with the INCOTERMS then in force.

II OFFERS IN RESPONSE TO INVITATIONS

1. All quotations are free of charge to Weihe GmbH, even if they were submitted at the instigation of Weihe GmbH.

2. Unless otherwise agreed, quotations are valid for acceptance for 90 (ninety) days from receipt by Weihe GmbH.

III ORDERS, DATA SUPPLIED BY WEIHE GMBH

1. ORDERS are only valid if they are placed in writing on Weihe GmbH's official form and sent to the SUPPLIER by fax, post or email. Verbal agreements, additions or amendments to an ORDER require written confirmation by Weihe GmbH to be valid. Sketches, drawings, descriptions, specifications, etc. form an integral part of the CONTRACT, provided they are expressly mentioned in an ORDER.

2. The CONTRACT shall be deemed to have been concluded upon receipt of the ORDER, unless the SUPPLIER objects to the ORDER in writing within five (5) working days of receiving the ORDER. As soon as the SUPPLIER commences performance of the ORDER, the ORDER shall in any event be deemed to have been accepted by the SUPPLIER.

3. The SUPPLIER is obliged to contact Weihe GmbH if it becomes aware of any error or ambiguity regarding essential parts of the CONTRACT, in particular with regard to quantity, price or term. It is the SUPPLIER's responsibility to familiarise itself with all essential data and circumstances, as well as the intended purpose of the goods.

IV SUBCONTRACTING OF ORDERS

The SUPPLIER may not, without the prior written consent of Weihe GmbH, assign any part of the services to be performed under the CONTRACT to

subcontractors without the prior written consent of Weihe GmbH. The SUPPLIER is obliged to provide subcontractors with all necessary information to ensure that all procurement requirements can be met, including the essential characteristics applicable to the subcontractor's scope of work. This does not apply to the procurement of off-the-shelf products, nationally advertised products or raw materials.

V PRICES AND PAYMENT

1. Unless otherwise specified in the ORDER, the agreed prices are fixed prices and shall remain unchanged until completion of the CONTRACT; they include packaging and freight costs, taxes and duties, but exclude value added tax.

1.1 Value added tax, sales tax or other taxes, as well as packaging and freight costs, must be shown separately on the invoice.

1.2 The SUPPLIER is obliged, at the latest upon the first delivery, to issue a supplier's declaration in accordance with Regulation (EU) 2015/2447 or a declaration of non-preferential origin in accordance with Regulation (EU) 2015/2446, Articles 31 to 36a, and, upon request, to carry out a check in accordance with German, European and US export legislation (specifying the German/European export list number [AL] or the US ECCN).

1.3 Until the formal requirements set out in Article 5.1, paragraphs 1.1 and 1.2, have been met, the unanimous consent shall not be deemed to have been granted.

2. For a period of two (2) years following the termination of the CONTRACT, Weihe GmbH may, upon request, inspect all of the SUPPLIER's records relating to the SCOPE OF SUPPLY. The SUPPLIER is, however, entitled to exclude trade secrets, formulations or processes from the audit, unless Weihe GmbH makes these available for inspection by a third party bound by a confidentiality obligation. The SUPPLIER is obliged to make its books and records available to Weihe GmbH during normal business hours for the purposes of the audit.

The SUPPLIER shall grant Weihe GmbH reasonable access to its premises to the extent necessary for the audit to be carried out. Furthermore, the SUPPLIER shall ensure that its subcontractors comply with the relevant regulations to the extent necessary for Weihe GmbH to carry out an audit.

3. Unless otherwise agreed, the CONTRACT PRICE shall be payable net within ninety (90) days of acceptance of the SCOPE OF DELIVERY and the issue of the invoice, whichever is the later. Weihe GmbH shall be entitled to reduce the purchase price by 1% if payment is made within sixty (60) days of acceptance. (60) days and by 2% if payment is made within thirty (30) days.

4. If Weihe GmbH makes advance payments, the SUPPLIER shall, upon written request from Weihe GmbH, provide an irrevocable and unconditional bank guarantee on first demand in the amount of the advance payments, issued by a first-class bank acceptable to Weihe GmbH and valid for the term of the contract plus three (3) months.

5. In the event of a delay in the provision of requested material certificates, quality documents or other documentation relating to the SCOPE OF SUPPLY, Weihe GmbH shall be entitled to extend an agreed payment term by a reasonable period.

6. Weihe GmbH reserves the right to set off any counter-claims held by Weihe GmbH or its affiliated companies against claims made by the SUPPLIER. The SUPPLIER is obliged to

The assignment of claims against Weihe GmbH to third parties is only permitted with the prior written consent of Weihe GmbH, which Weihe GmbH may not unreasonably withhold.

VI FREE DISTRIBUTION OF MATERIALS/TOOLS

1. Ownership of materials and/or tools – e.g. jigs, models, gauges, moulds and testing equipment – provided by Weihe GmbH for the performance of an order (“VOLUNTARY MATERIALS”) shall remain with Weihe GmbH even after processing or treatment. Such materials and/or tools must be marked as the property of Weihe GmbH and stored separately until they are processed. At Weihe GmbH's request, processing waste from VOLUNTARY MATERIALS must be returned to Weihe GmbH. The SUPPLIER is obliged to notify Weihe GmbH immediately of any defective or insufficient quantities of materials; otherwise the right to make such a complaint shall lapse. VOLUNTARY MATERIALS provided by Weihe GmbH may be used exclusively for the performance of the ORDER placed by Weihe GmbH. They may neither be reproduced nor used for any other purpose, unless the SUPPLIER has first obtained the written consent of Weihe GmbH.

2. If the SUPPLIER provides tools and tool designs as part of the ORDER, these shall be charged separately and must be invoiced separately upon completion, unless otherwise agreed. If the costs for the tools and tool design are to be amortised and included in the unit price of the goods supplied under current and future PURCHASE ORDERS, the invoice must specify the total costs for the tools, the number of units over which the tool costs are to be amortised, and the proportion attributable to previous PURCHASE ORDERS, as well as the proportion attributable to the current PURCHASE ORDERS. Moulds and mould drawings paid for by Weihe GmbH shall become the property of Weihe GmbH and shall be used exclusively for the fulfilment of Weihe GmbH's PURCHASE ORDERS, unless Weihe GmbH has given its express written consent. Weihe GmbH reserves the right to pay for moulds that are still within their amortisation period ahead of schedule for the purpose of establishing ownership.

3. Tools and tool designs belonging to Weihe GmbH, regardless of whether they are provided by Weihe GmbH or supplied by the SUPPLIER, as well as VOLUNTARY MATERIALS, shall be at the disposal of Weihe GmbH.

The SUPPLIER agrees to dispose of these tools, tool designs and VOLUNTARY MATERIALS at Weihe GmbH's request at no cost, except for postage and packaging costs. The SUPPLIER undertakes to insure the tools, tool designs and VOLUNTARY MATERIALS against damage and loss. The SUPPLIER agrees to be responsible for the normal maintenance, storage, damage or loss of the tools whilst they are on its premises, without any costs being incurred by Weihe GmbH. The SUPPLIER hereby assigns all claims for compensation arising from this insurance to Weihe GmbH; Weihe GmbH accepts the assignment. The SUPPLIER is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, in a timely manner at its own expense. Should it culpably fail to do so, claims for damages shall remain unaffected.

VII DELIVERY DATE AND CONSEQUENCES OF DELAYS

1. TIME IS OF THE ESSENCE. The SUPPLIER must deliver by the agreed date. Early deliveries will not be accepted unless they have been expressly authorised in writing. Weihe GmbH is entitled to deduct any costs arising therefrom, such as

storage costs, etc., from the contract price. The delivery date shall be deemed to have been met if:

- a) in the case of EX WORKS or FCA deliveries, notification that the SCOPE OF DELIVERY, including all documentation, is ready for dispatch has been given to Weihe GmbH (the party responsible under the contract) before the expiry of the delivery date;
- b) in all other cases, the SCOPE OF DELIVERY, together with all documentation, has arrived at the destination before the expiry of the delivery period or the goods have been accepted by Weihe GmbH.

2. The SUPPLIER must notify Weihe GmbH immediately of any foreseeable delivery delays, stating the reasons and the expected duration of the delay, regardless of whether the entire SCOPE OF DELIVERY or part thereof is affected. The SUPPLIER is obliged to take all reasonable measures at its own expense to avoid or remedy delivery delays.

3. Except in cases of delay in delivery where an event of force majeure is involved, Weihe GmbH shall be entitled to all statutory claims, irrespective of whether the SUPPLIER has given notice of the delay or a contractual penalty has been agreed.

4. If a fixed deadline has been agreed for the SUPPLIER's performance and this deadline is not met for reasons for which the SUPPLIER or its subcontractors are responsible, the following shall apply, subject to clause 7.3:

(i) Weihe GmbH reserves the right to terminate the CONTRACT and to demand the repayment of all advance payments made, after having given the SUPPLIER a final opportunity to fulfil its obligations. If the SUPPLIER fails to repay the advance payments without delay, Weihe GmbH may, at its own discretion, charge interest on the outstanding advance payments. Furthermore, Weihe GmbH may demand reimbursement of all associated debt collection and legal costs; or

(ii) Weihe GmbH reserves the right to require the SUPPLIER to make all completed work available to Weihe GmbH in return for payment of the value that such completed work has for Weihe GmbH.

5. In the event of failure to meet the delivery deadline, the SUPPLIER shall, unless Weihe GmbH exercises its rights under clause 7.4, pay a penalty for delay in addition to compensation for loss caused by the delay. This contractual penalty shall amount to one and a half per cent (1.5%) of the purchase price for the entire scope of supply for each full week of delay. The total penalty for delay shall not exceed nine per cent (9%) of the total purchase price. Paid penalties shall be set off against any actual claims for damages by Weihe GmbH. Weihe GmbH is entitled to demand payment of the contractual penalty in addition to performance; Weihe GmbH must declare its reservation of the right to claim the contractual penalty no later than ten (10) working days after acceptance of the delayed delivery. Further claims and rights are reserved.

6. The SUPPLIER may not invoke the non-provision of essential documents, FREE SOFTWARE or other items to be supplied by Weihe GmbH, unless these have been requested from Weihe GmbH in good time or, where delivery dates had been agreed, have been returned to Weihe GmbH in good time.

VIII PACKAGING, SHIPPING

1. Unless otherwise agreed, the SUPPLIER shall dispatch the goods DAP to the destination. The SUPPLIER shall be liable for suitable and proper packaging that protects the goods from damage and corrosion during transport, as well as, where applicable, for

subsequent short-term storage (i.e. for up to a maximum of 60 days). Where special packaging has been agreed, Weihe GmbH's packaging regulations must be strictly observed. The SUPPLIER shall be liable for any damage caused by improper packaging and/or failure to comply with Weihe GmbH's regulations.

2. Weihe GmbH reserves the right to return any parts of the SCOPE OF DELIVERY that have been damaged or corroded as a result of improper packaging or the SUPPLIER's failure to comply with specific packaging regulations, in return for a refund of the purchase price. The costs of the return shall be borne by the SUPPLIER.

3. Where particular care is required during unpacking, the SUPPLIER must inform Weihe GmbH of these specific requirements in good time. In particular, a suitable and conspicuous warning notice must be affixed to the packaging.

IX COMPLIANCE WITH APPLICABLE LAWS

1. The SUPPLIER guarantees that, in fulfilling the SCOPE OF SUPPLY, it shall comply with all applicable laws, statutes, rules, regulations or orders and shall provide all documents required for export from the place of manufacture and import to the place of end use, such as certificates of origin, export licences, safety data sheets, etc.

X DELIVERY/EXPORT CONTROL

1. Partial deliveries and/or deliveries prior to the agreed delivery date are not permitted without the express prior written consent of Weihe GmbH.

2. The SUPPLIER undertakes to check the goods prior to dispatch to ensure that they comply with the ORDER in terms of quality and quantity. Only materials that have passed this inspection shall be delivered.

3. Each consignment must be accompanied by a detailed delivery note containing any specific details or instructions from Weihe GmbH, confirmation that an inspection has taken place, and, in particular, the ORDER NUMBER of Weihe GmbH. Weihe GmbH requires separate delivery notes for consignments to different delivery addresses.

4. Unless otherwise agreed, the invoice must be sent to Weihe GmbH in duplicate. One copy must be enclosed with the SUPPLIER's delivery. The second invoice must be marked 'COPY' and sent by separate post to Weihe GmbH's billing address. All costs arising from failure to comply with this provision shall be borne by the SUPPLIER.

5. All correspondence (letters, delivery notes, invoices, etc.) must include Weihe GmbH's PURCHASE ORDER number, the order date, the quantities specified in the order or in connection with a specific item or section, and delivery notes must also state the gross and net weights. The delivery note must state the delivery address as specified in the ORDER.

6. The SUPPLIER hereby warrants that it complies with, and will continue to comply with, the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and the International Traffic in Arms Regulations. These requirements include, amongst other things, obtaining all necessary authorisations or licences for the export or re-export of any controlled items, products, goods, software or technologies. Without limiting the generality of the foregoing, the SUPPLIER hereby represents and warrants that it has not been, and is not currently, excluded, suspended or otherwise barred from the export, re-export, receipt, purchase, processing or other procurement of items,

products, items, goods, software or technologies regulated by a government authority of the United States or any other country, and is not currently subject to any such exclusion or restriction. The SUPPLIER undertakes to indemnify Weihe GmbH against any costs, penalties or other losses caused by or arising out of any breach or violation of the warranties contained in this provision.

XI TRANSFER OF TITLE AND RISK

1. Title shall pass upon completion of the SCOPE OF SUPPLY or parts thereof. Between the transfer of title and delivery, the SUPPLIER shall store the GOODS for Weihe GmbH free of charge and mark them as the property of Weihe GmbH. Furthermore, the SUPPLIER undertakes to store and insure the GOODS as if title had not been transferred.

2. Risk shall pass to Weihe GmbH upon arrival of the delivery at the agreed place of delivery.

3. If the required shipping documents are not supplied in accordance with the CONTRACT and/or the instructions of Weihe GmbH, the goods shall be stored at the SUPPLIER's expense and risk until their arrival.

XII TERMINATION DUE TO DEFAULT IN PAYMENT

If the Supplier fails to comply with the provisions or requirements of the Contract, Weihe GmbH shall be entitled, following the expiry of a reasonable grace period (provided that such a period is not dispensable under statutory provisions), to terminate the Supplier's further performance under the Order by giving written notice to the Supplier, without prejudice to any other rights or remedies to which Weihe GmbH is entitled under the Contract. In the event of such termination, Weihe GmbH shall be entitled to complete the ORDER by whatever means it deems appropriate; the supplier shall be liable for all additional costs incurred by Weihe GmbH in this connection and shall hand over or transfer to Weihe GmbH any work already commenced, and grant Weihe GmbH the right to use all of the supplier's documents necessary to complete the scope of services. Any sums owed to the supplier for goods and services which the supplier has provided in accordance with the contract prior to termination shall be set off against the additional costs incurred by Weihe GmbH for the completion of the scope of supply and any other losses suffered by Weihe GmbH as a result of the supplier's non-performance.

XIII INSPECTION, DRAWINGS, TEST CERTIFICATES, OPERATING INSTRUCTIONS, SPARE PARTS

1. Weihe GmbH or its authorised representatives shall be entitled, subject to reasonable prior notice, to carry out inspections and ongoing checks on production and to reject defective parts during manufacture. Inspections or checks shall not relieve the SUPPLIER of its sole responsibility for the entire SCOPE OF SUPPLY. During the performance of the CONTRACT, the SUPPLIER shall grant free access to its production facilities and those of its subcontractors during reasonable business hours.

2. Approval of the final design drawings by Weihe GmbH does not relieve the SUPPLIER of its responsibility for the SCOPE OF SUPPLY.

3. The final drawings, test certificates, maintenance and operating instructions, and spare parts lists required for the proper maintenance of the SCOPE OF SUPPLY must be made available to Weihe GmbH in the required number and language no later than upon delivery.

4. The SUPPLIER undertakes, upon request, to provide Weihe GmbH with the following for a period of ten (10) years following acceptance in accordance with § 14:

to supply spare parts corresponding to the scope of delivery. The prices of spare parts must be fair and reasonable.

XIV ACCEPTANCE, WARRANTY AND GUARANTEES

1. Unless otherwise agreed in writing, acceptance shall take place upon delivery to the destination or upon commissioning, whichever is the later. Payment for part or all of the service shall not be deemed to constitute acceptance.

2. The SUPPLIER expressly warrants that the entire SCOPE OF SUPPLY covered by the CONTRACT complies with the specifications, drawings, samples, performance guarantees or descriptions of any kind drawn up or specified by Weihe GmbH, and that it is of merchantable quality, in good condition and free from defects. The SUPPLIER expressly warrants that the material covered by the CONTRACT is suitable and adequate for the stated purpose. Where certificates, test reports or similar documents form part of the agreed SCOPE OF SUPPLY, the information contained therein shall be deemed to be warranted characteristics, even if such certificates etc. originate from the SUPPLIER's subcontractors.

3. Unless otherwise agreed in writing, the SUPPLIER expressly warrants that it and its subcontractors have applied the principles of quality assurance in accordance with the relevant ISO standards or equivalent standards in the performance of the CONTRACT. The quality records must be retained for the period prescribed by applicable law for the goods in question, but for at least ten (10) years following acceptance in accordance with Article 14.1 of this Contract

4. If the SUPPLIER fails to fulfil the warranties or guarantees during the warranty and guarantee period, the SUPPLIER shall, at the discretion of Weihe GmbH, either rectify the defects without delay at Weihe GmbH's premises or at the premises or on the site of its customer, or have them rectified by a third party at the SUPPLIER's expense. If the SUPPLIER's rectification fails or in the event of an emergency, Weihe GmbH shall be entitled to rectify the defects itself or have them rectified by a third party at the SUPPLIER's expense. If the replacement or rectification of the defective goods or services is not desired, the SUPPLIER shall grant Weihe GmbH a reasonable reduction in the CONTRACT PRICE corresponding to the value of the goods or services in their unrectified condition.

5. Weihe GmbH or its customers shall have a reasonable period of time after receipt to inspect the SCOPE OF DELIVERY or parts thereof. Weihe GmbH shall notify the SUPPLIER of any defects identified during the inspection within fourteen (14) days of delivery.

6. Unless otherwise agreed in the CONTRACT, the warranty and guarantee period shall be thirty-six (36) months from acceptance by Weihe GmbH.

7. In the event of a replacement delivery, the items originally delivered to Weihe GmbH shall be made available to Weihe GmbH for use free of charge until a replacement delivery that is in perfect working order has been made. The same shall apply in the event of the complete or partial termination of the CONTRACT due to a defective delivery.

8. In the event of a disagreement regarding quality parameters, an expert's report shall be obtained. Unless otherwise agreed in writing, the report shall be obtained from an institution designated by Weihe GmbH. The parties undertake to accept the findings of the agreed expert or the institution designated by Weihe GmbH. The costs of the expert's report shall be borne by the party at fault.

XV WORK CARRIED OUT ON THE PREMISES OF WEIHE GMBH OR ON THE CONSTRUCTION SITE

Where work is carried out on the premises of Weihe GmbH or its customer, or on construction sites, these TERMS AND CONDITIONS OF PURCHASE shall be supplemented by the safety instructions and regulations of Weihe GmbH or its customer. The SUPPLIER shall provide these instructions and/or regulations in writing. Furthermore, the SUPPLIER must instruct its employees, consultants, etc. to comply with these instructions and regulations.

XVI INTELLECTUAL PROPERTY AND CONFIDENTIALITY

1. Weihe GmbH reserves all intellectual property rights to all information made available to the SUPPLIER in connection with this CONTRACT, in particular to all documents, specifications, drawings, sketches, calculations or models, and to any intellectual property developed by the SUPPLIER on the basis of the information provided by Weihe GmbH. The SUPPLIER shall use these documents exclusively for the performance of the CONTRACT. Without the prior written consent of Weihe GmbH, the SUPPLIER is NOT authorised to manufacture products for third parties on the basis of these documents, or to reproduce these documents, or to disclose them in any way to third parties who are not directly involved in the performance of the CONTRACT or parts thereof. Upon request, the SUPPLIER shall return all information, including any copies or reproductions thereof, which Weihe GmbH has received in connection with this CONTRACT. Notwithstanding this, the SUPPLIER is, however, entitled to retain one copy for archiving purposes required by law or under the CONTRACT.

2. Weihe GmbH manufactures products for the global market from the raw materials, semi-finished products, supplier parts and production machinery supplied. The SUPPLIER warrants that the item(s) constituting the subject-matter of the supply are free from third-party intellectual property rights (e.g. patents, utility model and design rights, copyright and trade mark rights, as well as claims arising from software) and from claims relating to anti-competitive imitation and the unlawful exploitation of third-party trade secrets. If a production facility forms part of the scope of supply and, through the process it employs, this production facility infringes a third party's intellectual property right or unlawfully exploits a third party's trade secret, the following shall apply: If the products manufactured in accordance with their intended purpose using the production plant are subject to claims by the rights holder against Weihe GmbH or its worldwide customers in Germany or any other country – in the latter case, claims may be brought against Weihe GmbH – the SUPPLIER shall also be fully liable for this, insofar as it is responsible for the defect. The same applies if a raw material, semi-finished product or component supplied as part of the delivery infringes a third party's intellectual property right or if claims are made regarding the unauthorised use of a trade secret: If this infringement or defect persists during the intended processing or installation in the end product to such an extent that the end product, which is in the possession of Weihe GmbH or its customers worldwide, is subject to claims by the rights holder in Germany or another country – in the latter case, against which Weihe GmbH may be held liable – the SUPPLIER shall also be fully liable for this if it is responsible for the defect.

3. If valid claims within the meaning of paragraph 16.2 are asserted against Weihe GmbH, Weihe GmbH shall be entitled, at its reasonable discretion, to require the SUPPLIER to obtain the right of use (licence) or to amend or replace the scope of supply – without impairing its suitability – in such a way that the use of the scope of supply by Weihe GmbH or its customers no longer constitutes an infringement of rights.

4. If Weihe GmbH contests the claims raised in accordance with Clause 16.2, Weihe GmbH may demand an advance payment from the SUPPLIER, insofar as the SUPPLIER is responsible for the defect, in the amount of the reasonably foreseeable legal costs, including reimbursable costs for a counter-action against the relevant intellectual property right (e.g. an action for annulment, a notice of opposition, an application for cancellation or an opposition). Any subsequent reimbursement of legal costs, or part thereof, by the opposing party shall be passed on to the SUPPLIER. In this respect, the SUPPLIER shall fully indemnify Weihe GmbH against all claims, damages and costs arising from Article 16.

5. The SUPPLIER undertakes to make available to Weihe GmbH all documents and information produced in connection with the SCOPE OF SUPPLY. Weihe GmbH shall have an unrestricted right to use these documents for the purposes of the operation, maintenance, repair, training and expansion of the SCOPE OF SUPPLY.

6. Weihe GmbH and/or its customer may not be named in any publications for advertising purposes without the prior written consent of Weihe GmbH.

XVII FORCE MAJEURE

1. The SUPPLIER shall not be liable for non-performance, loss, damage or delay resulting from war, civil unrest, fire, flooding, strikes or industrial disputes, government measures, force majeure, acts of Weihe GmbH or its customer, transport delays or any other causes beyond the SUPPLIER's control. In the event of a delay in performance due to any such cause, the delivery date or performance period shall be extended by the duration of the delay. If the circumstances of force majeure persist for more than thirty (30) calendar days, both Weihe GmbH and the SUPPLIER may terminate the CONTRACT by giving seven (7) days' written notice to the other party.

2. In the event of termination, the SUPPLIER shall be entitled to compensation for the work performed up to the date of termination and for the costs of non-cancellable purchases. Weihe GmbH shall be entitled to all work deliverables for which it has paid.

XVIII INDEMNITY

1. The SUPPLIER undertakes to defend, indemnify and hold harmless Weihe GmbH and its customers, employees, agents and subcontractors from any losses, costs, damages or liabilities, including legal fees, arising from negligence or other breaches of duty by the SUPPLIER and those for whom the SUPPLIER is responsible in connection with the CONTRACT or the goods or services supplied.

2. In addition to the foregoing, the SUPPLIER shall indemnify Weihe GmbH and the customers of Weihe GmbH against any loss, damage, costs (including, but not limited to, legal fees), claims or liability arising from the infringement or alleged infringement of any patent, trade mark, copyright, trade secret or other proprietary right arising from the manufacture, installation, use, hire or sale of goods, materials or services made available to Weihe GmbH under this CONTRACT. Weihe GmbH shall notify the SUPPLIER without delay of any such claims or infringements.

XIX WARRANTY

The SUPPLIER is obliged to take out public liability and product liability insurance,

which covers the SUPPLIER's obligations and liability in connection with this CONTRACT. The SUPPLIER's general liability and product liability insurance must provide a minimum cover of 5,000,000 million EUR per claim and a total cover of 10,000,000 million EUR. The SUPPLIER must, upon request, provide Weihe GmbH with proof of insurance showing that the SUPPLIER maintains the above-mentioned insurance cover.

XX QUALITY AND DOCUMENTATION

1. The SUPPLIER must comply with the recognised state of the art, safety regulations and the agreed technical specifications for the delivery. Any changes to the delivery item or to a production process that has already been approved require the prior written consent of Weihe GmbH.

2. The initial sampling shall be carried out in accordance with the quality assurance agreement agreed between the parties. The necessary documentation must be submitted in German or English. The use of any other language is not permitted. If Weihe GmbH requests an initial sampling, series production may only commence following written approval of the samples. Irrespective of this, the SUPPLIER must continuously monitor the quality of the goods to be supplied and design its quality assurance system in such a way that it complies with the latest state of the art, in particular DIN ISO 9001:2015.

3. If the nature and scope of the testing, as well as the test equipment and methods, have not been specifically agreed between the SUPPLIER and Weihe GmbH, the SUPPLIER must submit a corresponding proposal. At the SUPPLIER's request, Weihe GmbH is prepared to discuss the testing with the SUPPLIER, within the limits of Weihe GmbH's knowledge, experience and capabilities, and to determine the required standard of testing technology. Should the parties fail to reach an agreement on this matter, the testing equipment and methods shall be determined by Weihe GmbH at its reasonable discretion and shall be binding on both parties.

4. Insofar as the SUPPLIER has received drawings, samples or other specifications from Weihe GmbH, it undertakes to comply with these in respect of the type, quality and design of the goods to be supplied. The SUPPLIER may not rely on documents, promotional statements or drawings containing information regarding the nature of the goods to be supplied if the requirements set out therein do not correspond to those of Weihe GmbH in the aforementioned documents. However, the SUPPLIER shall otherwise be bound by such information if it complies with Weihe GmbH's quality requirements. In the technical documentation, the SUPPLIER must also record in specific entries when, how and by whom these goods have been tested with regard to the characteristics subject to documentation, and what results the required quality tests have yielded. The test records must be retained for 20 years and made available to Weihe GmbH upon request. If the SUPPLIER ceases trading before the expiry of the 20-year period, it must make the documents available to Weihe GmbH free of charge at that time. The SUPPLIER must impose the same obligations on its upstream suppliers, insofar as this is legally possible.

5. Insofar as public authorities or customers of Weihe GmbH request access to Weihe GmbH's production processes or production documentation for the purpose of verifying specific requirements, the SUPPLIER agrees to grant the same rights within its own organisation and to provide all reasonable assistance in this regard, provided that its confidentiality interests do not take precedence. Furthermore, the SUPPLIER must ensure that these rights are granted to the authorities, Weihe GmbH or Weihe GmbH's customers, including with regard to its subcontractors.

6. For substances which, due to laws, regulations, other statutory requirements, or their composition or their impact on the environment, require special handling with regard to packaging, transport, storage, handling and/or disposal, the SUPPLIER shall, upon submission of the quotation, provide Weihe GmbH with a fully completed safety data sheet, the data sheet required for any subsequent distribution abroad, and an appropriate accident information sheet (transport). In the event of changes to the substances or the legal situation, the SUPPLIER shall provide Weihe GmbH with updated data and information sheets.

XXI HAZARDOUS SUBSTANCES AND PREPARATIONS

1. For goods, materials and processes which, due to laws, regulations, other statutory provisions or their composition and impact on the environment, require special handling – including with regard to transport, packaging, labelling, storage, handling, manufacture and disposal – the SUPPLIER must comply with the legal provisions of both the country of manufacture and the country of distribution.

2. In this case, the supplier shall provide Weihe GmbH with the necessary paperwork and documents prior to order confirmation. In particular, all hazardous substances and water-polluting substances may only be supplied upon presentation of an EC safety data sheet and approval by Weihe GmbH. Should the requirements set out in clause 21.1 change during the course of the supply relationship, the SUPPLIER shall immediately send Weihe GmbH the papers and documents corresponding to the amended requirements.

3. Weihe GmbH is entitled to return hazardous substances and water-polluting substances provided for testing purposes to the Supplier free of charge.

4. The SUPPLIER shall be liable to Weihe GmbH for all claims arising from the culpable failure to comply with the applicable statutory provisions in this regard.

5. The SUPPLIER shall ensure that the requirements of the EU Chemicals Regulation REACH (Regulation (EC) No 1907/2006, OJ EU of 30 December 2006) – hereinafter referred to as "REACH" – are complied with, in particular that pre-registration and registration are carried out within the prescribed time limits. Weihe GmbH is under no circumstances obliged to carry out (pre-)registration. The SUPPLIER is aware that the products cannot be used if the requirements of REACH are not fully and properly met.

6. Furthermore, in fulfilling its contractual obligations, the SUPPLIER must comply with all statutory and regulatory requirements relating to environmental protection.

7. The SUPPLIER shall fully indemnify Weihe GmbH against all consequences, in particular any loss or damage suffered by Weihe GmbH arising from claims by third parties against Weihe GmbH resulting from the SUPPLIER's culpable failure to comply with or fulfil the above provisions of clauses 21.6 and 21.7, or its failure to do so in full or in a timely manner.

XXII MISCELLANEOUS

1. Governing Law and Jurisdiction The CONTRACT shall be governed by German law, to the exclusion of conflict-of-law rules. Weihe GmbH and the SUPPLIER expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply to this CONTRACT. None of the provisions contained in these TERMS AND CONDITIONS OF PURCHASE shall limit the rights of Weihe GmbH under applicable law.

The place of jurisdiction is Kiel. Weihe GmbH reserves the right to bring legal proceedings against the SUPPLIER at the SUPPLIER's registered office.

2. Assignment

Any attempt to assign, transfer or delegate rights, duties or obligations under this contract to a third party without the prior written consent of the other party shall render such attempt null and void.

3. Waiver of Rights

The failure of Weihe GmbH or the SUPPLIER to exercise any rights shall not constitute a waiver of such rights and shall not be deemed a forfeiture of such rights.

XXIII Out-of-court dispute resolution

1. In the event of disputes arising from the delivery, both parties hereby undertake, as a first step and before bringing legal proceedings, to attend a conciliation hearing at the Conciliation Office of the Kiel Chamber of Industry and Commerce (IHK) with a view to reaching an out-of-court settlement.

2. In the event of disputes concerning questions of fact, both parties hereby undertake, as a matter of priority and before bringing legal proceedings, to have the dispute resolved by an arbitrator appointed by the Kiel Chamber of Industry and Commerce (IHK).

If one or more parties reject this procedure from the outset, the rejecting parties shall bear the costs of any litigation, regardless of the outcome.

Legal proceedings may only be brought

- a. if a contracting party declares in writing to the mediator and the other contracting party, following the first joint mediation session, that the mediation has failed,
- b. if more than two months have elapsed since receipt of the application for more than two months have elapsed without a joint mediation session having taken place,
- c. or the dispute has not been finally resolved within two months of the first mediation session.