

**=Translation of the German, legally binding original version
"General Terms and Conditions of Purchase" =**

**General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") of WIPA
Werkzeug- und Maschinenbau GmbH, Benzstrasse 12, 48703 Stadthoehn, Germany:**

I. Scope of application, information, general

1. These General Terms and Conditions of Purchase shall apply exclusively between us and the supplier and seller of processed products, machines, equipment and used parts together with accessories (hereinafter referred to as "supplier"). We shall not accept any general terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase unless we have previously expressly accepted the validity of the supplier's deviating general terms and conditions in writing.
2. Suppliers for the purpose of these General Terms and Conditions of Purchase are consumers who have reached the age of 18 as well as entrepreneurs. Consumers who have not yet reached the age of 18 are not eligible to purchase.

II. Conclusion of contract

1. An order shall be deemed to have been placed only after it has been drawn up and signed by us in writing or in textual form. Orders placed by us verbally or by telephone shall be binding only if we have subsequently confirmed them by sending a written order.
2. The supplier is obligated to accept the offer included in our order without undue delay and at the latest within a period of two weeks. By accepting the order, the supplier recognises that it has gained information on the type of execution and scope of service by inspecting the available documents. We shall not be bound by obvious errors, misspellings or miscalculations in the documents submitted by us. The supplier is obligated to inform us of such errors so that we can correct our order. This also applies to missing documents. Order acceptances must be confirmed to us in writing within two weeks of the order; otherwise we shall be entitled to cancellation and withdrawal.
3. Deviations in quantity or quality from the text and content of our order as well as subsequent amendments to the contract shall be deemed to have been agreed only if we have confirmed them in writing or in textual form.
4. The order number, supplier number and commission number stated in our orders must be quoted in invoices and in all correspondence.

III. Order changes and reservations

We are entitled to demand changes to the quality, delivery or delivery time of the ordered item or ordered service at our own expense until the order has been fulfilled completely. Subcontracts and work sequences may be awarded by the supplier only with our written consent, insofar as this does not merely involve the supply of marketable parts. Changes to the manufacturing process on the part of the supplier also require our approval. This can be done in writing or in textual form.

IV. Delivery

1. The agreed delivery dates are binding. The delivery periods start on the date of the order. The goods must be received at the receiving centre we have specified within the delivery period. Receipt will be confirmed by a person authorised by us. The supplier shall be obligated to inform us in writing and without undue delay in the event circumstances occur or become apparent to the supplier resulting in the supplier being unable to meet the delivery period.
2. Deliveries ahead of time are not permitted without our express consent in textual form.
3. If the day on which the delivery is to be made at the latest can be determined based on the contract, the supplier shall be in default at the end of this day without requiring a reminder or notice of default on our part.
4. In the event of delayed delivery, we shall be entitled to the statutory claims without restriction, including the right to withdraw from the contract and the right to claim damages in lieu of performance after the fruitless expiry of a reasonable grace period. In particular, we shall be entitled to demand a contractual penalty of 1 per cent of the net order value per week or part thereof, however no higher than a maximum of 5 per cent of the net order value and/or delivery, and/or to withdraw from the contract, even if the supplier is not responsible for the delay. Any contractual penalty paid shall be offset against any claim for damages. The supplier shall be entitled to prove that we have suffered no loss or only a significantly lower loss than the above lump sum. Acceptance of delayed deliveries or services does not imply any waiver of any claims for compensation on our part.
5. Partial deliveries are permitted only by special agreement in textual form.

V. Force majeure

If our non-compliance with acceptance periods is due to force majeure, e.g. mobilisation, war, riots, pandemics, Covid or similar events, which are not our responsibility, e.g. strikes or lockouts, the deadlines shall be extended by the periods during which the aforementioned events or their effects continue. We are entitled to terminate the contract without notice if insolvency proceedings have been applied for or initiated against the supplier's assets.

VI. Shipment

1. Each delivery must be accompanied by a delivery note in duplicate. Our order data (in particular our order code / order no. and commission no.) must be repeated on all shipping documents. The supplier shall bear the costs arising from non-compliance with our shipping instructions.
2. Delivery, transport and shipment to the receiving centre we have specified shall be performed at the supplier's expense. If, however, it has been agreed that we shall bear the freight costs, the supplier must choose the transport mode we have specified and the most favourable mode of transport and delivery for us.
3. The risk shall pass to us only after the acceptance by our receiving centre.
4. The packaging and the securing of the goods are included in the price. If something different has been agreed in writing or in textual form as an exception, the packaging shall be charged at the verifiable cost price.
5. Packaging, shipment and transport must be carried out in accordance with the current state of the art and with taking into consideration the freedom from damage, cost efficiency and environmental protection. We can provide additional specific instructions. We reserve the right to dispose of packaging that does not comply with the current standard or our instructions at the supplier's expense or to return it not prepaid. Protection of the goods during transport and any subsequent storage must be guaranteed at all times.

The supplier must ensure environmental friendliness of packaging. We can return invoiced, usable packaging not prepaid for credit. If reusable packaging is used, the supplier must provide the packaging on loan. Return shipment will be at the expense and risk of the supplier.

VII. Information obligations and suitability for shipment

1. At our request, the supplier shall provide any proof of origin including all necessary details and duly signed without undue delay and update it in the event of changes.
2. The same applies to VAT-related verifications for foreign and intra-community deliveries. The supplier will inform us without undue delay if, under German, European or other law, a delivery is subject to export restrictions in whole or in part.
3. Deliveries and services of the supplier must comply with the statutory provisions, in particular the safety and environmental protection regulations, the currently applicable environmental laws and regulations, including the Ordinance on Hazardous Substances, the Electrical and Electronic Equipment Act and the safety recommendations of the responsible German expert bodies or professional associations, e.g. VDE, VDI, DIN, EC, CE, etc.

Relevant certificates, test certificates and verifications must be supplied unprompted and free of charge. The supplier shall be solely responsible for compliance with the accident prevention regulations for deliveries and when providing services. Any subsequently required protective devices and any instructions of the manufacturer must be supplied unprompted and free of charge.

VIII. Prices, payment terms

1. Unless otherwise agreed upon in writing, prices for deliveries and services are net prices plus legal VAT and include all expenses associated with the deliveries and services to be provided by the supplier, including packaging, freight, postage, customs clearance and insurance. Agreed prices are fixed prices unless the supplier reduces its prices. Any other handling requires our prior consent in textual form.
2. In the event of significant changes in labour, material or energy costs for long-term contracts or framework supply contracts (contracts with a term of more than 12 months and open-ended contracts), each contractual partner shall be entitled to demand negotiations on appropriate adjustments of prices taking into account these factors. If negotiations do not result in an amicable contract adjustment, both parties are entitled to terminate the contract.
3. Payments to the supplier do not generally imply any authorisation with regard to the contractual conformity of the delivered goods.
4. Claims of the supplier against us may be assigned to third parties only with our written consent. We are entitled to rights of set-off and rights of retention to the extent provided for by law. We are entitled to assign claims from the contractual relationship to third parties without the prior written consent of the supplier.
5. Insofar as we have assumed insurance cover, the supplier's insurance costs may not form part of the purchase price.
6. Ownership of the delivered goods shall pass to us after payment. Any prolonged or extended retention of title shall be excluded.

IX. Internal loyalty and warranty

1. Persons who work within our company in fulfilment of the supplier's obligations are subject to the provisions of our company regulations and our instructions with regard to accident prevention, occupational safety, environmental and other regulations applicable to us. Hazardous substances may be used in our company only after consultation with our specialist personnel and must be labelled properly.

If defective goods are delivered, the supplier shall, at our option, be given the opportunity to remedy the defect or to ship a replacement delivery at its own expense.

2. In urgent cases or in the event of default on the part of the supplier, we shall be entitled to remove defects at the supplier's expense.
3. If delivery is a commercial transaction for both parties, § 377 HGB (German Commercial Code) shall apply with the following special features:
 - The goods shall be deemed to have been delivered only after we have had the opportunity to inspect them for the first time after proper transaction. In case of doubt, this will be the time when the goods arrive at our premises during customary business hours. Handing it over to the carrier is not sufficient. The complaint shall be deemed to have been made in due time if received by the supplier within a period of fourteen working days from the day of goods receipt or the first opportunity for inspection or, in the case of hidden defects, from the time of discovery.
 - The authorisation effect shall not apply if the supplier was not aware of the quality deviations due to its own or attributable negligence, but had to, with proper behaviour on its part, assume that we would not accept the deviations.
 - Defects that cannot be detected in the course of a mere visual inspection and an identity check are deemed to be hidden defects.
4. The supplier warrants that all deliveries are free of third-party rights and, in particular, that the delivery and use of the goods does not infringe upon any patents or other industrial property rights in the country of the agreed place of delivery, in the European Union and non-EU countries and – insofar as the supplier has been notified – in the intended countries of use.
5. Insofar as the supplier is directly liable to the third party by law, the supplier shall indemnify us against claims by third parties arising from any infringements of property rights and shall bear all related necessary costs.
6. The right for compensation, in particular for compensation instead of performance, shall be expressly reserved.
7. Our warranty and compensation rights shall expire three years after the transfer of risk. Insofar as the supplier delivers new items or additional individual parts of an item within the scope of the liability for defects, the statute of limitations for the new item or the complete repaired item, insofar as the same defect continues in the repaired item, shall commence anew from the handover of this new item or the individual part. The statute of limitations shall not recommence if the defect was insignificant or if, prior to the subsequent delivery, the supplier expressly indicated that it was not obligated to make a subsequent delivery and had supplied the replacement only as a gesture of goodwill or to amicably settle a dispute.

X. Production components and manufacturing equipment

1. Production components and manufacturing equipment (samples, models, tools, moulds, templates, raw materials, etc.) and documents (samples, drawings, data, etc.) that we make available to the supplier shall remain our property and must be returned to us unprompted after order completion. Processing or alteration of such goods will be performed by the supplier on our behalf.
2. Our drawings must not be reproduced. The supplier is obligated to not make the production components and manufacturing equipment we have provided accessible to third parties. The confidentiality remains valid even after the settlement of this contract. It shall expire as soon as and insofar as the production components and manufacturing know-how contained in the images, drawings, calculations and other documentation provided has become a matter of common knowledge. The supplier shall be liable for all damages arising from the breach of the aforementioned obligation.

3. The supplier is obligated to label the production components and manufacturing equipment and documents with a reference to our ownership and to insure them against fire, water, theft, etc. at their replacement value at its own expense. At our request, the supplier shall provide evidence of the existence of corresponding insurance policies.
4. The supplier shall notify us of any damage to the production components and manufacturing equipment without undue delay.
5. The supplier shall carry out maintenance and repair work on production components and manufacturing equipment at its own expense. We shall bear the costs for any replacement of the manufacturing equipment made necessary by wear.
6. Processing, conversion or installation of production components and manufacturing equipment that we have provided to the supplier shall be carried out on our behalf. If this leads to an inseparable mixing with the items of the supplier or a third party, we shall become co-owner of the newly created item in the ratio of the value of our item to the other processed items at the time of processing. If processing, conversion or installation is carried out in such a way that our item is to be regarded as an essential component of the supplier's main item, we shall acquire co-ownership of the main item in the ratio of the value of our item to the other processed items at the time of processing. In both cases, the supplier shall safekeep co-ownership for us.
7. The supplier is prohibited from contacting our client without our consent.
8. If there are any obligations to update electronic parts and components, the supplier and manufacturer shall transmit these to us free of charge within the framework of the statutory provisions or provide them directly to our customers free of charge.

XI. Producer liability, property rights, data protection

1. The supplier shall indemnify us against any liability for damage attributable to the supplier's fault insofar as we were not also responsible for the damage through contributory negligence.
2. We reserve the industrial property rights to all drawings, documents, tools and production means provided to the supplier.
3. The supplier shall be liable for ensuring that its delivery and our use of them do not infringe any patents or property rights of third parties. The supplier is at liberty to prove to us that it is not at fault with regard to the infringement of third party rights. Insofar as we are subsequently liable to third parties, it shall indemnify us and our customers against all claims arising from the use of such property rights and expenses necessarily we may suffer or which are incurred in connection with the claim. We are not entitled to conclude any agreements with the third party – in particular to agree on a settlement – without the supplier's consent. The supplier shall not be liable to us if the supplier has manufactured the delivered goods according to the drawings, models or other equivalent descriptions or instructions provided by us and is not aware that this infringes property rights.
4. Each contractual partner shall use all documents (including samples, models, tools and data) and knowledge obtained from the business relationship only for the jointly pursued purposes and shall keep them secret from third parties with the same diligence used for its own corresponding documents and knowledge if the other contracting party declares them to be confidential or has an obvious interest in keeping them secret. This obligation commences with the first receipt of the documents or knowledge and continues even beyond the expiry of the business relationship.
5. The obligation shall not apply to documents and knowledge which are generally known or were already known to the contractual partner at the time of receipt without the contractual partner being obligated to maintain secrecy, or which are subsequently transmitted by a third party authorised to pass them on, or which are developed by the receiving contractual partner without using documents or knowledge of the other contractual partner which must kept secret.

6. The manufacture for third parties, the display of products manufactured especially for us (in particular according to our plans, drawings or other special requirements) as well as publications pertaining to our orders and services and the reference to these orders toward third parties require our prior written consent.
7. The supplier consents to us collecting personal data for the invoicing purposes from identification documents presented to us and storing them in accordance with the provisions of the Federal Data Protection Act, in particular the new GDPR.
8. We use the supplier's inventory data exclusively for processing the respective contract. All data will be stored and processed by us in compliance with the relevant provisions of the Federal Data Protection Act and the new GDPR. Passing on personal data to third parties shall be done exclusively to the service partners involved within the scope of the contract execution.
9. By concluding the contract, the supplier agrees to the collection, processing and use of its personal data in accordance with the aforementioned information.
10. According to the Federal Data Protection Act and the new GDPR, the supplier is entitled to obtain free information on the stored data and, if necessary, a right to correction, retraction, blocking or deletion of this data. If there are any questions regarding the collection, processing or use of personal data, or the supplier wishes to obtain information, correct, block or delete data or revoke any provided consent, the supplier can contact us (see above).
11. If the personal data of the supplier we have stored is incorrect, the data will of course be corrected upon notification by the supplier. The supplier is also entitled to revoke consent to the storage of personal data at any time with effect for the future. In the event of a corresponding notification, the personal data stored for the supplier will be deleted, unless the data in question is still required to fulfil the obligations of the contractual relationship concluded or statutory regulations prevent deletion.

XII. Non-disclosure

1. The supplier is obligated to keep as business secrets all commercial and technical information or knowledge that is not in the public domain and that becomes known through the business relationship between us and the supplier. This applies in particular to the price lists prepared by us.
2. The supplier may advertise the joint business relationship only with our prior written consent.

XIII. Place of jurisdiction, applicable law, severability clause

1. If the supplier is a merchant, a legal entity under public law or a special fund under public law, the parties agree that the place of jurisdiction shall be Stadtlohn.
2. German law shall apply with regard to all rights and obligations arising from the contract concluded with us. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Should one or more provisions of these General Terms and Conditions of Purchase be or become ineffective, the contracting parties shall be obligated, with regard to the ineffective parts, to agree on provisions which come closest to the economically intended result.

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