

Terms and Conditions of Purchasing (01/2021)

These Purchase Terms and Conditions apply for business transactions between **MAT Neunkirchen GmbH** (D-66539 Neunkirchen) and its business partners, including incorporated and unincorporated entities of any other form of legal entity or person.

1. General Provisions

1.1 These Purchase Terms and Conditions shall apply on the exclusive basis; any general terms and conditions of suppliers, which contradict with or vary from our conditions are invalid and disregarded by us, unless we expressly agree to their validity in writing in advance. Our Purchase Terms and Conditions shall also apply to cases where, being aware of supplier's conditions conflicting with or differing from ours, we accept supplies of products and services from the supplier (hereinafter: the subject matter of agreement) or make payment for them.

1.2 Our Purchase Terms and Conditions shall also apply to any and all future transactions with the supplier.

2. Conclusion and Modification of the Agreement

2.1 Purchase orders, transactions and delivery requests as well as any changes and amendments thereto must be in text form (c.f. §§ 127 and 126b of the German Civil Code BGB). They can also be made by email, data transfer or telefax.

2.2 The cost quotations are binding and are not paid by us, unless otherwise expressly agreed..

2.3 Should the supplier fail to accept any order within two weeks of delivery thereof, we are entitled to recall such order. Invitations to supply become binding if not contested by the supplier within four working days of delivery of the invitation. If we are able to prove by providing a transmission report or transmission confirmation that we sent a communication by telefax, email or data transfer, it shall be assumed that the supplier received this communication.

2.4 Our order number must be stated on all delivery notes, bills of lading and on all correspondence. Offers are to include the inquiry number.

3. Delivery, delivery dates and terms, partial deliveries, technical documents, software

3.1 Any agreed terms and deadlines are binding. The arrival date of goods or the delivery period to our company or services have been performed in the assigning plant is decisive for compliance with the term of delivery or delivery date.

3.2 If the agreed deadlines are not met, the statutory provisions shall apply. The supplier is committed to inform us immediately in writing should be any circumstances arise or become perceptible to him which make it impossible for him to adhere to the stipulated delivery period.

3.3 The unconditional acceptance of any late delivery or service shall not constitute a waiver of claims for compensation to which we are entitled owing to a late delivery or service; this shall apply until we make the payment in full of any outstanding amounts for the applicable delivery or service.

3.4 As a matter of principle, any partial deliveries are inadmissible, unless we grant our express consent thereto or unless these may be equitably required from us.

3.5 Subject to any other evidence, the values established by us during the entry inspection of goods shall be governing for numbers of items, for weight and dimensions.

3.6 We shall receive all technical documents from the supplier which are pertinent to the delivery, in particular documentation, drawings, structural analyses and other calculations both as paper copies and in digital form. These technical documents shall be transferred to our proprietorship. We reserve the right to use these documents for our own purposes. The supplier shall therefore grant us exclusive rights to use the technical documents without limitation of space, time or content. We shall receive the technical documents from the supplier in German language. The price stated in the order shall also be remuneration for the aforementioned granting of rights and usage.

3.7 In respect of any software that forms part of any delivery, including any documentation thereon, we shall have, in addition to the right of its use to the extent admissible under the law (§§ 69 of the German Civil Code BGB) also the right of its use in accordance with the agreed features of performance and to the extent necessary for the contractual use of the product. We are also entitled to create a back-up copy without any express agreement.

4. Deployment of external companies on our company premises

4.1 Persons carrying out work on our company premises in the fulfilment of this contract must adhere to the rules and regulations of the company/plant as well as to the requirements for external companies.

4.2 The supplier is obliged to familiarize his employees with these requirements for external companies, to encourage them to adhere to these and to monitor that they do so. Proof that regular instruction is given must be provided to our department which placed the order at least once a year without request. The supplier shall adhere to the regulations regarding safety and accident prevention which apply on our company premises as well as to any regulatory provisions which have been enacted. Furthermore, for security reasons (possible incident), the

supplier's employees must sign in and sign out respectively with our security guards when entering and leaving the premises.

4.3 When external companies are to be deployed (including sub-suppliers), the supplier must obtain our prior permission. The supplier shall undertake to completely integrate his sub-suppliers in his quality assurance system with regard to their share of the services. We shall be permitted to inspect the documentation which has relevance to quality and the process.

4.4 When deploying external companies (including sub-suppliers) the supplier shall undertake to adhere to all statutory provisions in particular to the provisions of the law on the posting of workers and to the minimum wage law. We are to be informed and our permission is to be obtained when there is to be a change of external companies (including sub-suppliers). If the supplier fails to fulfill the above obligations he shall exempt us from all claims asserted upon us by third parties which are a result of his failure to fulfil his obligations or of the failure of third parties which he has assigned (including sub-suppliers) to fulfil the obligations. This indemnity obligation applies with regard to both civil liability and to fines which are issued to us as a result of failure of the supplier of the external companies (including sub-suppliers) deployed by him to fulfil the obligations as well as any costs incurred in this regard for legal prosecution or defence. The indemnity obligation applies explicitly also with regard to claims from social insurance agencies or financial authorities.

4.5 The supplier is always responsible himself towards us for his scope of supply and services and is liable for misconduct or faults on behalf of the companies deployed by him (including sub-suppliers) as well as for any fault on his own part.

5. Force Majeure

As a result of any force majeure events, strikes, operational breakdowns at no fault of ours, insurrections, official measures and other unpreventable events, we become entitled - in addition to our other rights - to a partial or full rescission of the agreement..

6. Dispatch Notification and Invoicing

6.1 The information in our orders, contract conclusions and delivery call-off schedules shall apply.

6.2 The invoice showing the invoice number and other prerequisites including order number, supplier number is to be sent in one counterpart to the plant which initiated the order, contract conclusion or delivery schedule. Invoices must not be enclosed with delivery.

6.3 The supplier shall bear the responsibility for all consequences resulting from failure to adhere to these obligations unless he can prove that the responsibility does not lie with him.

7. Price, Trade Terms and Passage of Risk

7.1 The prices agreed with the supplier are binding. The cover everything which the supplier requires in order to effectuate the obligations which he has taken on. In the absence of any written agreement stating otherwise, the price shall therefore, in particular, include delivery "dgp delivered duty paid" including packaging. Sales tax shall not be included. The supplier shall bear the risk of damage to the goods until the acceptance of goods by us or by a person empowered by us at the place to which the goods are to be delivered pursuant to the order.

7.2 For the interpretation of the terms of trade, the 2020 edition of INCOTERMS® of the ICC apply.

8. Payment Terms and Conditions

8.1 As long as there is no specific agreement to the contrary, invoices will be settled within 14 days with a discount of 3 % or within 30 days with a discount of 2 % or within 60 days without deduction from the date at which the invoice as well as the goods or service were supplied. Payment shall be made subject to checking of the invoice for correctness.

8.2 We are entitled to rights of offsetting and retention within the limits of statutory regulations.

9. Cancellation

9.1 We reserve the right to carry out extraordinary cancellation of contracts in accordance with § 314 of the German Civil Code BGB, in particular in cases where insolvency proceedings are opened against the assets of the supplier, he ceases to make payments or he does not fulfil his obligations when deploying external companies on our premises.

9.2 Furthermore, we reserve the right to cancel contracts either completely or in part for reasons of convenience. In the case of cancellation for reasons of convenience, we are obliged to pay for all services or supplies provided until that time as well as to provide suitable remuneration for any material produced or delivered or work carried out. However, the supplier must allow a deduction in remuneration for any savings in expenditure which he has as a result of the cancellation or which he acquires as a result of utilisation of his

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working capacity elsewhere or which he maliciously omits to acquire. Any other claims by the supplier are excluded.

9.3. In the case of cancellation, we have the right to take over material products and/or semi-finished products including any special means of production at appropriate conditions.

10. Claims for Defects

10.1 We have the right to examine the contractual object in so far as and as soon as this is expedient within the correct course of business with regard to quality and deviations in quality; notification regarding any defect which we detect shall be given immediately on discovery of the defect. In this respect, the supplier shall waive the claim of late notification of defects (§§ 377, 381 Section. 2 of the German Commercial Code) for defects which are not immediately apparent. Furthermore, we have the right to charge a fixed sum for processing per delivery of defective parts.

10.2 The supplier shall ensure that the goods delivered or materials used comply with all national and international legal provisions (in particular the provisions regarding occupational safety, the protection of health, fire prevention and environmental protection as well as building and commercial regulations as well as other regulatory provisions and laws on product safety and relevant implementation provisions) and that they bear the required test marks and marks of conformity (in particular the technical specifications of VDE-, DIN-, CE-, GS-, PTB-, TÜV-, FTZ- and DVGW). In addition, our technical terms and conditions of supply apply and are binding. These can be viewed under www.matfoundrygroup.com and will be provided to the supplier on request.

10.3 The statutory provisions on factual and legal defects apply in their unabridged form, unless otherwise regulated below.

10.4 We have the exclusive right to select the type of claim based on the defects in the deliveries. The supplier shall be entitled to refuse the claim selected by us provided that such refusal can be based upon § 439 section 3 of the German Civil Code BGB.

10.5 Should the supplier fail to commence removal of defects immediately after having been demanded by us to remove the same, we shall have the right, in emergency cases, in particular in order to avert imminent danger or preclude occurrence of larger damage, to remove such defects by ourselves or through third parties, all of that at the supplier's costs.

10.6 In respect of legal defects, the supplier shall release us from potentially existing third party claims.

10.7 In respect of parts of delivery repaired or maintained during the period of time for enforcing our claims based on defects, the period for enforcing our claims based on defects shall newly commence at the time the supplier has fully satisfied our claims arising from the defective performance unless supplier has satisfied our claims for accommodation reasons.

10.8 If we incur any costs as a result of any defective delivery of the subject matter of agreement, in particular costs for installation and deinstallation, transportation, travel expenses, costs for work, materials or costs for entry inspection beyond the customary scope, such costs shall be borne by the supplier.

10.9 We are entitled to request from the supplier the compensation for any expenses we bear in relation to our customer, since our customer has a claim against us for compensation of expenses necessary for additional performance, in particular costs for installation and deinstallation, transportation, travel, work and materials costs.

10.10 Claims for defects shall become time-barred after 36 months. The limitation period begins with delivery of the contractual object (transfer of risk)

11. Product Safety, Product Liability and Recourse

11.1 The supplier must have documented processes regarding the management of products with product safety relevance and production processes. In addition our requirements stated in „Guidelines on Product Safety“ apply and are binding in the current version in each case. These can be viewed under www.matfoundrygroup.de and will be provided to the supplier on request.

11.2 If any claims arising from product liability are enforced against us, the supplier shall be obliged to release us from such claims, if and to the extent such damage was caused by a defect in the subject matter of agreement which was delivered by the supplier. If the cause of damage falls within the supplier's liability, the supplier shall bear the burden of evidence to that extent.

11.3 In such cases, the supplier shall assume any and all costs and expenses, including any potential attorney fees or fees for withdrawal of the product. We shall inform the supplier – to the extent that this is possible and reasonable – with regard to the subject matter and scope of any recall measures to be carried out and will offer him the opportunity to issue a statement. Other matters are regulated by the statutory provisions.

12. Property Rights

12.1 The supplier shall warrant that no rights of third parties are violated in connection with the delivery and/or service which he performs.

12.2 If any claims should be made against us by third parties, the supplier is committed to release us from these claims on first request in writing; we are not entitled – without the approval of the supplier – to make any agreements with the third party, in particular, with regard to making a compromise settlement.

12.3 The supplier's obligation to release us from such claims is valid for all applications where claims are made against us by or in connection with a third party.

12.4 The period of limitation is 36 months. The period of limitation commences with the delivery of the object of the contract (transfer of risk).

13. Provision of Materials and Reservation of Proprietary Rights

13.1 We recognize ordinary retention of title by the supplier so that ownership with regard to all supplies and services provided is transferred to us when payment for these is made. We do not recognize any expanded or extended retention of title or reservation of current account by the supplier. Based on the retention of title, the supplier can only request that the goods be handed over if he has withdrawn from the contract prior to this.

13.2 Materials, parts, containers and special packaging provided by us remain our property. These may only be used in accordance with the purpose of their use. Any processing, alteration or assembly of substances and/or parts shall be carried out for us. It is agreed that in relation of the value of the parts provided by us to the value of the entire product we become a co-owner of the products manufactured with our materials and parts which will be kept safe for us by the supplier.

13.3 We shall retain proprietorship of tools; furthermore, the supplier is committed to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is obliged, at his own expense, to take out insurance against fire, water and theft for the tools which belong to us at their replacement value as new. At the same time, the supplier shall even now assign any rights to compensation resulting from this insurance to us; we herewith accept the assignment. The supplier is obliged to carry out any required servicing, inspection work as well as all maintenance and repair work on our tools at his own expense and in a timely manner. He must inform us immediately in the event of any fault; if he culpably fails to do this, claims for compensation for damages shall remain unaffected.

13.4 We reserve the proprietary or intellectual property rights to all images, drawings, calculations and other documents; third parties must not be granted access to these unless we have given our explicit approval in writing. They are exclusively to be used for the processing or manufacture of our order. Subsequent to development, they are not to be disclosed to third parties, the provisions of section 14.2 apply in addition in this respect.

14. Documentation and Confidentiality Obligation

14.1. If the supplier gains access to personal data in the fulfilment or his delivery of supplies or services, adherence to all applicable data protection regulations shall be binding. In particular, personal data may only be processed for the purpose of providing the services which are required from the supplier and only if this is absolutely necessary. Furthermore, the supplier must ensure that his employees commit to the data secrecy in writing and must inform them about the data protection regulations which are to be adhered to. He is to provide proof of the above to us on request. In addition, the supplier shall ensure that all personal data is protected using the latest technology.

14.2 Any and all business, manufacture or technical information (including features that can be found in the handed over items, documents or software, and other knowledge or experience) made accessible by us shall be kept confidential towards third parties, unless provably publicly known, and may only be made available in the supplier's premises to those persons who must be involved in co-operation for the purpose of supplying to us and who must also be bound to maintain confidentiality; the information remains our exclusive property. Without our prior written approval, such information - except for deliveries to us - may not be duplicated or exploited commercially. At our request, all information originating from us (including any copies or recordings made, if applicable) and lent items must be immediately returned to us completely or destroyed. We reserve all rights to such information (including copyright and the right to file for industrial property rights such as patents, utility models, trademarks, semiconductor protection etc.).

14.3 Products built on the basis of documentation, such as drawings, models and the like prepared by us or based on our confidential information or our tools or tools modelled on our tools may neither be used by the supplier itself nor be offered or supplied to third parties. This also applies to our print orders correspondingly.

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15. Energy Management

15.1 The supplier shall take care, without being requested to do so, that energy and raw materials required for processing and in the execution of services are used in such a way that resources are conserved.

15.2 Within the framework of the energy management system according to standard ISO 50001, it is to be ensured that the procurement process is carried out in accordance with our energy policy. We examine energy aspects when procuring and purchasing products, facilities and services which have significant energy relevance. In doing so, the evaluation of energy-related performance as well as the expected serviceable life of the energy-consuming products, facilities and services to be procured are taken into account. In cases where offers are the same, companies with a certified energy management system according to standard ISO 50001 will be given preference.

16. REACH Clause

For all substances, preparations and products delivered or provided to us, the specifications and measures resulting from the REACH regulation must be fulfilled by the supplier. The supplier is committed to inform us immediately with regard to any relevant changes to the product, the supply availability, possible applications or quality resulting from the REACH regulation and, in individual cases, to agree on measures with us. The same applies as soon as and in so far as the contractual partner recognizes or should have recognized that such changes could come about. There is no obligation on our part (downstream user) to carry out (pre)registration with regard to the product delivered.

17. Conflict Minerals

The supplier shall also undertake to adhere to the provisions laid down in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act") regarding "conflict minerals" in the sense of the Dodd-Frank Act. If any conflict minerals should be required for the production or function of the products delivered by the supplier, their origin is to be disclosed. On request, the supplier must immediately provide us and companies associated with us with the complete documentation required under the Dodd-Frank Act regarding the use and origin of conflict minerals.

18. Social Responsibility

The supplier shall undertake to adhere to our "Principles of Social Responsibility". These can be viewed under www.matfoundrygroup.com and will be provided to the supplier on request.

19. Statutory and Regulatory Requirements

19.1 The supplier commits himself to ensuring fulfillment of the statutory and regulatory requirements of the exporting country which apply in each case as well as the requirements of the importing country and the country of destination named by us in which the place of destination lies. If special monitoring measures are imposed upon the supplier with regard to particular products which are subject to statutory and regulatory requirements, the supplier must ensure that this monitoring is carried out as required and that it is continuously upheld. This also applies to all external companies deployed by him (including sub-suppliers). The supplier must inform us of his monitoring activities without being requested to do so.

19.2 The supplier must keep the documentation, employees' certificates of employment and proof of payment to employees which are required for monitoring available for us at all times until full completion of the delivery of supply and services and must submit these to us on request.

20. Place of Performance

The place of performance is the place to which the goods are to be delivered respectively the service performed in accordance with the order/agreement.

21. Miscellaneous Provisions

21.1 The venue for any administrative disputes that arise is Saarbrücken/Germany. We have further the right to initiate legal action, at our sole discretion, against the supplier at a court with jurisdiction according to the supplier's registered office or place of business or at a court with jurisdiction over the place of performance.

21.2 The contractual relationships shall be exclusively governed by German law, while excluding the conflicting provisions of the international private law and of the United Nations Convention on Contracts for the International Purchase of Goods.