

General Terms and Conditions of Purchase of novotegra GmbH

(hereinafter: "**Purchaser**")

Status: April 2024

I. General / Field of application

(1) These General Terms and Conditions of Purchase of novotegra GmbH (hereinafter: "**Terms and Conditions of Purchase**") shall only apply to companies within the meaning of §§ 14, 310 BGB (German Civil Code) and legal entities under public law as well as special funds under public law as suppliers or manufacturers (hereinafter: "**Supplier**"). They shall apply to all legal transactions or business transactions concerning the sale and delivery of products (hereinafter: "**Goods**") from the Supplier to the Buyer, including associated ancillary and auxiliary transactions.

(2) Unless the Parties have expressly agreed otherwise in writing, all offers, orders, order confirmations and other agreements relating to the Goods shall be subject to the provisions of these Terms and Conditions of Purchase.

(3) The Purchaser shall not recognise any conflicting general terms and conditions of the Supplier unless he has expressly agreed to their validity in writing. The Supplier's general terms and conditions shall not be binding even if the Purchaser does not expressly object to them or accepts the Supplier's deliveries without reservation. Deviations from these Terms and Conditions of Purchase in the delivery call-offs or orders of the Purchaser shall override these Terms and Conditions of Purchase to the extent of the deviation in the specific individual case.

(4) With the first delivery subject to these Terms and Conditions of Purchase, the Supplier recognises their exclusive validity in the respective current version for all further orders.

II. Orders / Documents

(1) Orders and delivery call-offs of the Purchaser may be made in writing, in text form (including e-mail) or via electronic data interchange (EDI) by authorised representatives of the Purchaser.

(2) If the order was not based on a binding offer by the Supplier, the Purchaser shall be bound by its order for 10 (ten) days, calculated from the date of dispatch of the order. A contract between the Purchaser and the Supplier for the Goods is concluded (i) upon the Purchaser's acceptance of a binding offer from the Supplier, (ii) upon receipt of the Supplier's declaration of acceptance within the 10-day period or (iii) upon the unconditional dispatch of the Goods (hereinafter: "**Contract**"). A delayed or amended acceptance of the order (including an order confirmation deviating from the order) shall be deemed a new offer by the Supplier and requires acceptance by the Purchaser.

(3) The Purchaser reserves the right of ownership and copyright as well as other industrial property rights to illustrations, drawings, calculations and other documentation (including electronic data) (hereinafter: "**Documentation**"). These may not be made accessible to third parties without the express written consent of the Purchaser. They are to be used by the Supplier exclusively for the production and fulfilment of the Purchaser's order. After fulfilment of the Contract, this documentation and any copies made of it shall be returned to the Purchaser without request, unless it is required for the execution of further orders of the Purchaser and the Purchaser expressly agrees to this in writing. Alternatively, the Purchaser shall be entitled to demand the destruction or deletion of the Documentation instead of its return.

(4) Documentation that must be retained by the Supplier due to mandatory statutory provisions for as long as such a retention obligation exists is excluded from the obligation to surrender and destroy or delete in accordance with this Section II. Also excluded from the obligation to delete are backup copies that were created as part of automated backup processes and whose deletion would only be possible with unreasonable effort, provided that such backup copies are not directly accessible due to the nature of the backup.

III. Prices / Terms of payment

(1) The price stated in the order is binding. The price includes all services and ancillary services of the Supplier, such as proper packaging, transport costs, insurance, assembly and installation. Value added tax must be shown separately.

(2) Price increases by the Supplier are only permitted prior to the submission of the Purchaser's order. If the Supplier reserves the right to adjust the prices in its offer after the order has been placed, this right of adjustment shall be limited to a maximum of 2 (two) per cent of the respective order amount. Price increases after the order has been placed must be justified by the Supplier in writing and require the written consent of the Purchaser to be effective.

(3) Payment shall be made subject to proper delivery and the correctness of the price and calculation of the invoice to be issued by the Supplier. The invoice amounts shall be due for payment within 30 (thirty) days to a bank account to be specified by the Supplier. Any fees charged by the remitting bank for the transfer of the amount owed in a foreign currency (i.e. a currency other than Euro) or for a transfer to a bank located outside Germany shall be borne by the Supplier.

(4) In the event of default in payment, the Purchaser shall owe default interest in the amount of 5 (five) percentage points above the base interest rate; interest on arrears shall not be owed.

(5) In individual cases, the Purchaser may demand securities from the Supplier, such as warranty guarantees.

IV. Terms of delivery

- (1) The delivery time and the agreed delivery date stated in the order are binding. If the Supplier becomes aware of circumstances due to which the agreed delivery time or the agreed delivery date cannot be met (hereinafter: "**Delay in Delivery**"), it must notify the Purchaser of this immediately in text form (including e-mail).
- (2) If the Supplier is in Delay of Delivery, it shall be obliged to pay the Purchaser a contractual penalty of 1% of the price of the Goods affected by the Delay in Delivery per completed calendar week, but not more than 5% of the price of the Goods affected by the Delay in Delivery in total. The Purchaser reserves the right to prove that higher damages have been incurred; in this case, the contractual penalty shall be offset against these additional damages.
- (3) Delivery shall be made using DAP, in the case of foreign suppliers DDP, in accordance with Incoterms 2020®. The named place of delivery is Joestraße 2, 72072 Tübingen, Germany, unless another place is named in the order (hereinafter: "**Place of Destination**"). The order number and article number as well as the quantity must be stated in full on the shipping documents in standard commercial terms. The shipping instructions communicated by the Purchaser must be complied with. The respective Place of Destination is also the place of fulfilment for any subsequent fulfilment.
- (4) Partial deliveries and advance deliveries require the prior written consent of the Purchaser.
- (5) The Purchaser shall be entitled to refuse acceptance of Goods that are delivered prematurely and to return them at the Supplier's expense and risk or to store them with third parties.

V. Outgoing Goods inspection at the Supplier / Incoming Goods inspection at the Purchaser

- (1) The Supplier shall inspect the Goods to be delivered to the Purchaser for defects prior to delivery. The Supplier must ensure through the inspection that only defect-free Goods are delivered to the Purchaser. The Supplier shall be liable in accordance with the statutory provisions for the freedom of the delivered Goods from material defects and defects of title. In particular, the statutory definition of material defects pursuant to § 434 BGB shall apply to the determination of a material defect. In any case, the delivered Goods must be of average type and quality (§ 360 HGB) in the absence of a separate quality agreement.
- (2) The Purchaser's obligation to inspect incoming Goods is limited to externally recognisable defects. The Purchaser is obliged to notify the Supplier in text form (including e-mail) of externally recognisable defects within 10 (ten) working days of receipt of the Goods and of hidden defects within 10 (ten) working days of discovery of the defect.

VI. Claims for defects

- (1) Unless otherwise stipulated in this Section VI, the Purchaser may assert the statutory warranty rights against the Supplier.
- (2) If the Supplier fails to fulfil its obligation of subsequent performance, at the Purchaser's discretion in the form of delivery of defect-free Goods (replacement delivery) or rectification of the defect (rectification) within a reasonable period set by the Purchaser, the Purchaser may rectify the defects itself or have them rectified by a third party or procure a replacement elsewhere at the Supplier's expense. If the subsequent performance by the Supplier has failed or is unreasonable for the Purchaser, in particular due to particular urgency, no prior setting of a deadline is required.
- (3) The Purchaser shall be entitled to the statutory claims for expenses and recourse within the supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction in addition to the warranty rights. The Purchaser's claims arising from supplier recourse shall also apply if the defective Goods have been further processed by the Purchaser or another entrepreneur, for example by installation in another product.
- (4) The Supplier is obliged to bear all expenses necessary for the purpose of subsequent performance, including transport costs, personnel costs, administrative costs, defect investigation costs and dismantling and installation costs, even if the Goods have been taken to a place other than the place of fulfilment.
- (5) The limitation period for warranty rights is 3 (three) years from delivery of the Goods. § Section 438 (1) nos. 1 and 2 BGB remains unaffected by this. In the event of a replacement delivery, the limitation period shall begin to run again upon receipt of the defect-free replacement delivery, unless the replacement delivery appears insignificant in terms of scope, duration and costs or the Purchaser had to assume from the Supplier's reaction that the Supplier did not consider itself obliged to provide subsequent fulfilment, but did so as a gesture of goodwill or for similar reasons. The same shall apply in the case of rectification of the defect if the same defect occurs again later or if it is the result of a failed rectification of the defect. In all other respects, the statutory limitation provisions shall apply to all claims of the Purchaser.
- (6) Any rights arising from a guarantee assumed by the Supplier shall not be limited by the above provisions of this Section VI. If the Goods are defective due to a breach of a guarantee assumed by the Supplier, the Supplier shall be liable regardless of fault.
- (7) In the event of serial defects (similar defects that occur in at least 5% of the Goods delivered), the Purchaser may reject the entire delivery as defective and assert the statutory claims for defects for the entire delivery. The Purchaser reserves the right to reject the entire delivery for other quality-related reasons.

VII. Liability / Insurance

- (1) Insofar as claims are asserted against the Purchaser by third parties for damages attributable to the delivery of defective Goods or to (other) acts or omissions for which the Supplier is responsible, the Supplier shall indemnify, hold harmless and defend the Purchaser against such claims. This indemnification and defence obligation shall apply upon first request. The Supplier shall reasonably support the Purchaser in the defence against possible claims and shall bear any costs incurred in this respect, in particular litigation and legal fees in a reasonable

amount. Insofar as the Purchaser reserves the right to defence or defence measures for legal reasons, the Purchaser shall be entitled to an advance payment in the amount of the estimated defence costs. The assertion of further rights of the Purchaser remains unaffected by this.

(2) The Supplier's obligation to indemnify and defend referred to in paragraph 1 above shall also apply if claims are asserted against the Purchaser by third parties for damages due to the violation of laws and regulations, in particular in the area of product safety, ESG, export control and anti-corruption as well as (other) official requirements, insofar as the damage caused originates from the Supplier's area of responsibility or organisation. In particular, the Supplier is also obliged to reimburse the Purchaser for any expenses arising from or in connection with a recall action carried out by the Purchaser or ordered by the authorities. The Purchaser shall inform the Supplier immediately of the content and scope of the recall measures to be carried out, insofar as this is reasonable. The assertion of further rights of the Purchaser shall remain unaffected by this.

(3) The Supplier undertakes to take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million (ten million euros) per personal injury or property damage. The Supplier hereby assigns all insurance claims against the insurer to the Purchaser, unless this assignment is not permitted under the insurance contract, (other) provisions of the insurer or due to statutory provisions.

(4) The Supplier guarantees that the rights of third parties do not conflict with the intended use of the purchased Goods, in particular that the industrial property rights of third parties are not infringed. If claims are nevertheless asserted against the Purchaser due to a possible infringement of third-party rights, such as copyrights, patent rights and other industrial property rights, the Supplier shall indemnify, hold harmless and defend the Purchaser against such claims in accordance with this Clause VII. paragraph 1. The Supplier's remedy may consist of the Supplier procuring the disputed rights for the Purchaser or modifying or re-providing its Goods in such a way that industrial property rights are no longer infringed. The assertion of further rights of the purchaser remains unaffected by this.

VIII. Ownership

(1) If the Purchaser provides the Supplier with its own items, in particular tools, drawings and moulds (hereinafter referred to as "**Auxiliary Materials**") for the purpose of performing the contract, these shall remain the property of the Purchaser and shall be identified as such by the Supplier. If the Supplier manufactures such Auxiliary Materials for the fulfilment of the order, it is agreed that the Supplier shall transfer ownership or all rights of use to the Purchaser and shall take the Auxiliary Materials into safekeeping for the Purchaser.

(2) Auxiliary Materials owned by the Purchaser may only be disposed of with the prior written consent of the Purchaser.

(3) Ownership of the Goods delivered by the Supplier shall pass to the Purchaser upon delivery of the Goods.

IX. Confidentiality obligation

(1) The Supplier shall keep the existence and content of the orders secret from third parties. The Supplier shall also be obliged to keep secret all information relating to the Purchaser's business which the Supplier learns in the course of mutual, general business transactions and during visits by the Supplier or its authorised representatives. All information that becomes known to the Supplier through inspection or communication about the Purchaser's facilities, working methods, plans and information must be treated as a business secret and not made accessible to third parties.

(2) The above confidentiality obligation shall not apply to such information which was demonstrably already known to the Supplier prior to notification by the Purchaser or which the Supplier has obtained from a third party, provided that the third party has lawfully come into possession of this information and does not violate a confidentiality obligation binding on it by passing it on. Furthermore, information that is accessible to anyone without breach of confidentiality obligations shall be deemed to be non-confidential.

(3) Should the Supplier be or become obliged to disclose confidential information due to a legal obligation or an official or court order, the Supplier shall inform the Purchaser of this immediately after becoming aware of the disclosure obligation and determine together with the Purchaser whether and, if so, how a defence against the disclosure obligation can be achieved. Any disclosure shall be limited to the minimum necessary and shall be agreed with the Purchaser in good time.

X. Choice of law / Place of jurisdiction

(1) The contractual relationship between the Purchaser and the Supplier under these Terms and Conditions of Purchase shall be governed by German law to the exclusion of the provisions of the Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of German private international law.

(2) The exclusive place of jurisdiction for all disputes arising from and in connection with the Purchaser's orders shall be Tübingen. However, the Purchaser may, at its discretion, sue the Supplier at its registered office.

XI. Offsetting / Right of Retention

(1) The Purchaser shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract to the extent permitted by law. Payments due may be withheld by the Purchaser in particular if it is entitled to claims against the Supplier due to defective Goods.

(2) The offsetting or exercising of a right of retention by the Supplier due to disputed or not legally established counterclaims is excluded.

XII. Assignment / Subcontracting

(1) The Supplier may not assign the rights and obligations incumbent upon it under the Contracts in whole or in part without the prior written consent of the Purchaser. The Purchaser is authorised to assign the rights and obligations incumbent upon it under the Contracts, in particular to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG).

(2) The Supplier is not authorised to have the service owed by it performed by subcontractors without the prior written consent of the Purchaser. Irrespective of such consent, the Supplier shall remain responsible for such subcontractors and shall be liable for the performance of each subcontractor.

XIII. Compliance / BayWa r.e. Supplier Code of Conduct

(1) The Supplier guarantees that the Goods comply with all applicable laws and regulations, in particular in the areas of product safety, ESG, export control and anti-corruption.

(2) By accepting these Terms and Conditions of Purchase, the Supplier declares that the BayWa r.e. Supplier Code of Conduct (as of January 2022) is included and complied with for all Contracts concluded in accordance with these Terms and Conditions of Purchase. The Supplier Code of Conduct can be viewed here [BayWa r.e. Supplier Code of Conduct EN.pdf \(baywa-re.com\)](https://www.baywa-re.com/baywa-re-supplier-code-of-conduct-en.pdf). The Supplier further assures that the human rights and environmental expectations set out in the Supplier Code of Conduct will be appropriately addressed along its supply chain.

(3) The Purchaser shall be entitled to terminate the Contract and the orders placed under the Contract without notice for good cause in the event of a breach of the Supplier Code of Conduct, unless this breach is only insignificant.

XIV. Written form

(1) Legally relevant declarations and notifications by the parties (e.g. setting of deadlines, reminders, cancellation) must be made in writing.

(2) Scans of handwritten signatures inserted into electronic documents and (simple) electronic signatures generated using an electronic signature process from a service provider (e.g. Adobe Sign or DocuSign) are sufficient to fulfil the written form requirement.

XV. Severability clause

Should one or more provisions of these Terms and Conditions of Purchase be or become invalid, this shall not affect the legal validity of the other provisions of these Terms and Conditions of Purchase. The relevant statutory provisions shall apply in place of the invalid provisions of these Terms and Conditions of Purchase, unless they are waived with legal effect by the other provisions of these Terms and Conditions of Purchase.

XVI. Precedence of German language version

In case of discrepancies between the English language version and the German language version of these Terms and Conditions of Purchase, the German version shall prevail.