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**Article 1 Scope**

1. In addition to other contractual agreements, these GTCP shall exclusively apply to all transactions between us and the vendor, supplier, contractor and service provider, hereinafter known as the Supplier. We shall not accept any different provisions. These GTCP shall apply even if we accept the goods or services when we are aware of the existence of other terms and conditions.
2. The conclusion of a contract shall not fail due to contradictory general terms of business. Insofar as colliding general terms of business are identical, the mutually agreed terms shall apply. In addition, the provisions set out in our GTCP shall be agreed even if non-colliding provisions in the Supplier's general terms of business contradict them. On the other hand, those provisions in the Supplier's general terms of business which do not agree with the contents of our GTCP shall not be part of the contract. Dispositive law shall apply in all other cases.
3. These GTCP shall also apply to all future contracts with the Supplier without them being expressly included unless or until we issue new terms of purchasing.
4. These GTCP shall only apply to enterprises in the sense of Article 14 of the German Civil Code [BGB].

**Article 2 Quotations**

1. Quotations and samples shall be free of charge for us. Any discrepancies from our inquiry must be clearly mentioned in the quotation. The Supplier shall be bound to its quotation for one month.
2. Our documents must be returned to us without delay and free of charge if they are no longer needed for fulfilling the contract.
3. Orders must be confirmed by the Supplier quoting our order number within five working days.
4. Unless they are revoked by the Supplier within one week of receipt, call orders shall then become binding.
5. The contract shall be concluded on our receipt of the written order confirmation from the Supplier or on our acceptance of the goods. If the content of the order confirmation differs from the content of the order, the Supplier must expressly and specifically indicate the acceptance of the different contract conclusion. In this case, a contract shall not be concluded until we grant our consent.
6. Confirmed prices shall be regarded as fixed prices.
7. The order must not be transferred to or completed by third parties, not even in part, without our consent. This shall entitle us to cancel the order and to claim compensation.

**Article 3 Blanket contracts, quantity contracts, call orders**

The Supplier undertakes to supply the specified quantity within the contract term and individual call orders within the call order period. Any market changes which occur during the term of the contract, may require corrections to the delivery dates and call order quantities and must be confirmed by the Supplier.

**Article 4 Modifications**

1. We may demand that the contract be amended before the order is fulfilled. The amendments shall be agreed by mutual consent. We must be notified without delay of any reservations concerning the amendments requested by us.
2. If it is not possible to reach agreement, we shall be entitled to cancel the contract; in this case the Supplier shall be paid reasonable compensation for its costs.
3. The Supplier shall not be permitted to amend the order without our consent.

**Article 5 Prices**

1. The agreed prices shall be fixed prices including packaging in euros whilst value-added tax must be shown separately.
2. The Supplier shall not charge us any higher prices or grant us any worse terms than those used for other comparable customers.
3. The Supplier shall not be entitled to make unilateral price adjustments.

**Article 6 Delivery**

1. Unless a different agreement is expressly made in the following in sentence 3 or in an individual case, the delivery shall be made on the basis of DAP as per Incoterms 2010. The consignee address and place of fulfillment shall be our plant in Schenefeld. The address is as follows: Dannenkamp 5-7 in 22869 Schenefeld. If we have notified the Supplier that we are purchasing the goods for export, the specified consignee address for this export transaction shall be the place of fulfillment.
2. Deliveries shall be made at the risk of the Supplier. This shall apply even if our personnel help with the unloading. For orders which include delivery to the consignee address specified by us, the Supplier must provide transport insurance for us free of charge. If the order does not include delivery to the consignee address specified by us, the Supplier must make the goods available promptly taking the normal times for loading and shipment into consideration. If ex-works delivery has been agreed, the Supplier must select the best freight option in terms of transport duration and costs. Additional costs incurred by a failure to observe these provisions shall be charged to the Supplier.
3. A delivery note must accompany every consignment giving details of all the identifiers specified in the order, particularly the order number, ID number, part number, batch number and item number. Part and residual consignments must be specially marked.  
The delivery note may be attached to the outside of the consignment or placed in the outer packaging. If it is attached to the outside, it must be protected by a shipment pocket. The address details must be visible externally either in the attached shipment pocket or on a label.  
All the documents which must accompany the goods for import consignments must be included with the consignment, in particular goods movement certificates, express notes, customs consignment notes, certificates of origin and invoices (depending on the shipment method and country of destination). If the Supplier fails to provide the information set out in sentence one of this paragraph, we cannot accept responsibility for any delays in processing caused as a result.
4. Delays, additional costs and damage which result from a failure to comply with the shipment instructions shall be charged to the Supplier. We reserve the right to return packaging materials to the Supplier.
5. Part consignments and part services shall only be permitted with our consent.
6. If the goods are delivered earlier than agreed or in multiple consignments, we reserve the right to return them at the expense of the Supplier or to place them in temporary storage with third parties at the expense of the Supplier. If the goods are not returned or placed in temporary storage with third parties, the goods shall be stored by us at the expense and risk of the Supplier until the delivery date. We reserve the right not to make payment until the agreed due date. If the goods are delivered early, the calculation of the discount period shall commence on the agreed delivery date or the date of receipt of the invoice by us, depending on which occurs later.
7. The Supplier must notify us without delay of any difficulties which prevent it from making the delivery on schedule in the specified quantity and quality and obtain a decision on whether we wish to continue with the order. It shall be liable for any failures to make such notification or if notification is made late.
8. The goods may be received during business hours or the goods receiving times specified by us.

**Article 7 Default, contract penalty**

1. The deadlines and periods specified in the order or call order shall be binding. They shall start on the date of the order. The measure for whether the deadline has been met shall be the receipt of the goods or provision of the service at the consignee address specified by us. The prompt and complete provision of the service shall be decisive for deadlines for services. The timing of the acceptance procedure shall be decisive for contract services. We shall not be obliged to accept the goods or services before the end of the lead time.
2. The Supplier undertakes to notify us without delay and in writing in the event of an overrun in the lead time giving the reasons for this and the likely duration of the delay if circumstances occur or are identified by it

Filename: GLS\_General Terms and Conditions of Purchase\_GTCP.docx

which mean that the lead time cannot be kept.

3. In the event of the Supplier being in default, we shall be entitled to our statutory rights unless otherwise agreed in the following; the exclusion or limitation of liability by the Supplier shall not be possible.
4. In the event of repeated late deliveries by the Supplier, we shall be entitled to cancel the contract or to terminate it without notice. In the event of a deadline being missed without fault, we shall be entitled to cancel the contract if missing the deadline is significant and the urgency of the delivery so requires as a result of a deadline we are facing. In the event of cancellation, we may retain part consignments if we pay for them.
5. If the Supplier is in default, it shall be obliged to comply with a request by us to ship the goods urgently (express courier, overnight courier, express parcel, air freight, etc.) at its expense.
6. No reminder or the setting of a deadline shall be required if a "fixed" delivery date has been agreed or if the Supplier states that it will be unable to supply the goods within the lead time.
7. If the Supplier is in default, after providing a reminder we shall be entitled to demand a contract penalty of 5% of the net value of the goods or services per started week, but not exceeding a total of 20% of the net total value of the goods or services, and to cancel the contract. We reserve the right to demand higher compensation. The Supplier shall be permitted to provide evidence that the actual damages were lower. The contract penalty shall be set off against any claim for compensation. The right to demand payment of an agreed contract penalty shall not be forfeited by the fact that the contract penalty was not expressly reserved during the acceptance of the late delivery as long as it is claimed before the final payment is made.
8. If the Supplier is in default, we shall be entitled to purchase goods or services from another supplier to cover our needs if such purchases are expedient in the circumstances to prevent the threat of consequential damages. The additional reasonable costs we incur as a result of this must be paid by the Supplier.
9. The Supplier can only claim that a delay is due to the lack of documentation to be supplied by us if it has sent a written reminder about the documents and has not received them within a reasonable period of time.
10. In the event of a delayed acceptance procedure we shall only be liable for compensation if we were to blame.

#### Article 8 Terms of payment

1. Unless otherwise agreed, payment shall be made net within 60 days. The payment period shall not commence until the goods have been received correctly, including correct delivery notes and invoice.
2. Unless otherwise agreed, payments shall be made by us in euros to the German bank account of the Supplier at no charge to us. Invoices must quote our order number and ID number.
3. Discount agreements must be set out in the order confirmation and invoice. If discount has been agreed, payment shall be made as agreed but at least within 14 days minus 3% discount. Delays caused by incorrect invoices shall not adversely affect the agreed discount periods.
4. We shall not be held in default in the event of negligence. Our duty to compensate for default damages shall be restricted to typical damages.
5. If advance payments have been agreed, an unlimited fulfilment guarantee from a German bank or insurance company shall be provided in return for the payment by the Supplier for the amount of the advance payment. In the event of delays in delivery, default interest at a rate of 9 percentage points above the base rate shall be deducted in accordance with Article 247 of the Civil Code. The Supplier shall be permitted to provide evidence that the actual damages were lower. Claims of default damages by us shall not be affected by this provision.
6. If it becomes apparent after the conclusion of the contract that the delivery of the goods we require is at risk as a result of a lack of capacity on the part of the Supplier we may refuse payment and set a reasonable deadline for the Supplier in which it must supply goods against payment on a reciprocal basis or must provide security. If the Supplier refuses or the deadline passes fruitlessly, we shall be entitled to cancel the contract and demand compensation.
7. We shall be entitled to cancel the contract if the solvency of the Supplier

deteriorates to an extent that jeopardises the fulfilment of the contract or if the Supplier ceases making deliveries. This right to cancel may also be exercised in part.

8. The Supplier shall not be entitled to assign accounts receivable from us to third parties without our consent or to allow third parties to collect them. If an extended reservation of title is agreed, this consent shall be deemed to have been granted. If the Supplier nevertheless assigns accounts receivable from us to a third party without our consent, we may make payment to either the Supplier or the third party to exempt ourselves from this obligation.
9. We shall be entitled to exercise set-off and retention rights within the statutory limits. In the event that defective goods are delivered, we shall be entitled to withhold a proportion of the payment until the order has been completed correctly. The timing of the payment (even if it is made in full) shall have no effect on our right to complain and the Supplier's warranty. The Supplier shall only be entitled to set-off and retention rights if the counter claim on which the service refusal, retention or set-off rights are based is undisputed or has been established by a court of law or a decision is pending on it.
10. The payment shall not mean any acknowledgement of the Supplier's conditions or prices. Price increases shall require our express consent before they come into force.

#### Article 9 Quality requirements

1. Our minimum expectations for the Supplier's quality management system shall be its certification under the current version of DIN EN ISO 9001 or an equivalent management system.
2. The Supplier undertakes to implement and use all the suitable quality assurance measures required to assure the quality of its goods and services.
3. It must ensure that its suppliers and contracted external service providers maintain an equivalent quality management system which ensures that its outsourced parts, services, factory work, deliveries and externally finished or otherwise treated parts are free of defects. Further details shall be regulated in the individual quality agreements between the parties.
4. The Supplier shall provide information about the purpose of its products, services and contract services.
5. The supplied products must comply with statutory provisions and the relevant regulations and guidelines that apply at the registered office of the Supplier and our registered office. Furthermore, they must conform to the documents on which the order is based, for example drawings, descriptions, samples, specifications, and the properties and quality requirements specified by us.
6. The Supplier shall notify us without delay of modifications to its products, its capacity to supply them, possible uses or quality resulting from statutory regulations and shall coordinate suitable measures with us in each individual case. The same shall apply as soon as and in as far as the Supplier realises that such modifications will be necessary. Furthermore, it undertakes to notify us of any restrictions in usage and declaration duties for the supplied products.
7. The Supplier must label its supplied goods in such a way that they can be identified as its products and the traceability of the products by it is guaranteed.
8. The Supplier shall supply factory inspection certificates and safety data sheets with its goods.
9. The Supplier shall select and monitor its subcontractors on the basis of their technical and qualitative capacities.
10. The Supplier shall monitor the application and effectiveness of its processes and those of its subcontractors by means of annual audits and must give us an opportunity to take part in these audits.
11. Quality-relevant records must be archived for at least 20 years after the delivery of its products/provision of services in legible form and in a secure place where they are protected from access by third parties and must be made available at any time at our request.
12. When it accepts the order, the Supplier confirms that the order can be manufactured or completed on the basis of the agreed terms and

Filename: GLS\_General Terms and Conditions of Purchase\_GTCP.docx

conditions.

#### Article 10 Incoming goods inspection and notification

1. The Supplier shall test and document the quality of its products and services before delivery. Consignments must be inspected by us on receipt only to check their identity, quantity and for externally visible signs of transport damage. A complaint shall be prompt if the Supplier is notified of it in writing within 10 working days of the discovery of a defect. To this extent, the Supplier waives its right to claim that a complaint was made late. A complaint by our customers shall take precedence for goods which are sold on by us.

2. In the event that a justified complaint is made, we reserve the right to charge the Supplier with the costs of the inspection and complaint.

3. The Supplier shall bear the costs and risk of the return transport of defective goods.

4. If we have notified the Supplier that we are purchasing the goods for export, we shall be entitled to take delivery of the goods without any inspection in this case and simply to ship them to our customer. All inspection and complaint deadlines in this case shall not commence until the time at which the foreign customer is able to inspect them, at the earliest when they are unloaded at the consignee address.

We shall make every effort to agree a provision with our foreign customer about its receiving inspection and complaint deadline which at least satisfies the requirements set out in this Article 10 paragraph 1, sentences 2 and 3. The duty of the Supplier to conduct a final inspection, as set out in Article 10 paragraph 1 sentence 1 of these general terms of purchasing, shall not be affected by this.

#### Article 11 Material and legal defects

1. The statutory definition of defect set out in the German Civil Code shall apply. The Supplier shall in particular warrant that its products and services comply with the statutory and official requirements and with the relevant technical standards, they are state of the art and also comply with the agreed properties in text and drawing as well as being suitable for their intended contractual purpose.

2. The Supplier shall also warrant that the services and goods supplied by it are not covered by the rights of third parties, and in particular that they do not breach any domestic or foreign intellectual property rights held by third parties.

3. On request, it shall provide us with details of all applications for intellectual property rights which it uses in relation to the products or services it supplies. If it realises that it is in breach of intellectual property rights or intellectual property right applications, it must notify us of this without delay and without having to be requested to do so and provide us with all the information we require for defending the claim and support us in the defence of the claims within reason at its own expense.

#### Article 12 Defects, compensation and indemnification claims

1. Complaints result in additional costs. For this reason we reserve the right to charge an administrative fee of EUR 150.00 per justified complaint. The Supplier shall be entitled to provide evidence that we incurred lower expenditure and we shall be entitled to provide evidence that we incurred higher expenditure.

2. We shall be entitled, at our discretion, to demand re-fulfilment from the Supplier, cancel the contract or reduce the purchase price and demand compensation or reimbursement of our costs in accordance with the statutory regulations. As part of the re-fulfilment procedure we shall be entitled to demand either defect rectification or the delivery of perfect goods. Regardless of this, in the event that it supplies defective goods, the Supplier undertakes to sort out the defective goods at our request.

The Supplier undertakes to bear all the expenses for the purposes of defect rectification, replacement delivery or damage rectification, in particular transport, travel, labour, material and replacement costs.

The provisions of Article 445a of the Civil Code relating to compensation for expenses under the proviso of Article 439 of the Civil Code shall apply as and where appropriate, even if we have supplied our customer with defective overall goods and the defect within the overall goods was caused by a product from our Supplier.

3. If the Supplier does not complete the defect rectification work or replacement delivery by a reasonable deadline set by us or if the defect rectification work is impossible or fails, we shall be entitled to cancel the contract and demand compensation instead of fulfilment.

If, due to special urgency, it is no longer possible to notify the Supplier of the defect and potential losses and to set it a deadline for this work, albeit a short one, we shall be entitled to rectify the defect at the expense of the Supplier ourselves or to have it rectified by a third party.

4. If the same goods are supplied repeatedly in defective form, we shall be entitled to cancel the contract, including for the non-fulfilled part of the order, after giving a written warning, if further defective goods are supplied.

5. On request, the Supplier shall indemnify us from compensation claims by third parties based on defects in the goods or incorrectly provided services if it (the Supplier) is responsible for the damage. If we face claims from third parties as a result of liability which is independent of culpability on the basis of mandatory law, the Supplier shall take our place to the extent that it would also be directly liable. The principles of Article 254 of the Civil Code shall apply as and where applicable to compensation between us and the Supplier.

6. The Supplier shall indemnify us from claims by third parties for legal defects/breach of third party intellectual property rights if it is responsible for such legal defects.

7. The Supplier undertakes to reimburse us with any costs and expenditure incurred by a recall or return action completed to prevent death, physical injury and property damage as a result of the goods, the service or the contract service being defective.

8. We shall be entitled to conclude settlements with third parties that have suffered damages; the obligation of the Supplier to make compensation shall not be affected as long as said settlements were commercially reasonable.

#### Article 13 Statute of limitations

1. Our defect rectification or compensation claims shall become statute-barred after a period of 36 months after the date of delivery of the products manufactured by us using the goods provided by the Supplier, but at the latest after a period of 60 months from the date of delivery to us and, for services and contract services, after a period of 60 months after the acceptance of the services and contract services. This shall only apply if the law does not specify a longer statute of limitations or one which starts at a later date.

If the acceptance procedure is delayed at no fault of the Supplier, the warranty period shall be a maximum of 60 months from the date on which the goods were ready for the acceptance procedure.

2. The provisions of Article 445 b of the German Civil Code relating to the statute of limitations under the contract shall apply as and where appropriate, even if we have supplied our customer with defective overall goods and the defect within the overall goods was caused by a product from our Supplier. The statute of limitations in these cases shall be three years.

3. The warranty period for defects on parts for buildings shall be 60 months from the date on which they were accepted or commissioned.

For components which do not remain operational during the period of refulfilment or damage rectification work or otherwise cannot be used for their intended purpose, the warranty period shall be extended by the period of the break in operation or use.

4. The statute of limitations set out above shall apply even in the event that the Supplier has accepted a guarantee for its products, work or services.

5. Claims against the Supplier based on legal defects concerning the products, services or contract services shall become statute-barred five years after delivery to us or acceptance by us. This shall only apply if the law does not specify a longer statute of limitations or one which starts at a later date.

6. If the Supplier is clearly not only acting with goodwill or with the intent of finding an amicable settlement of a dispute but in the knowledge that it has a duty to rectify the defect wherein the scope, duration and costs of the defect rectification work must be given particular consideration, the

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statute of limitations shall restart for any new components supplied from the date on which the replacements were delivered. The statute of limitations shall restart for components refinished during the warranty period only in respect of the original defect and the consequences of the refinishing work.

7. The statute of limitations for indemnification claims shall be three years. It shall start at the end of the year in which the claim is lodged and we have become aware of the circumstances on which the claim is based and the identity of the debtor or should have become aware of this information or should have become aware of it if we had not been guilty of gross negligence. Any longer statute of limitations under the law shall take precedence.

8. To comply with our warranty duties, it shall be sufficient that we notify the Supplier of the defect within the warranty period. The statute of limitations for warranty claims shall be suspended from the date on which notification of the defect is made and shall not restart until after the express refusal of the warranty or after negotiations have broken down.

#### Article 14 Insurance cover

1. The Supplier shall take out and maintain a public and product liability insurance policy with an insured sum for bodily injuries, property damage and product asset damage of at least €3 million per claim, subject to a maximum of twice this sum per year, and a general recall cost insurance policy with an insured sum of at least €1.5 million per claim and year of insurance.

2. The scope of the product liability insurance shall extend to the forms of coverage of extended product liability insurance as set out in the specimen terms and conditions of the Full Federation of Insurers (GDV), January 2015 edition, with the inclusion of the optional coverage extensions specified therein. The cover shall also extend to claims in other countries. Furthermore, the Supplier must ensure that its insurance also covers the removal and installation costs related to its statutory duty of refuelling.

3. The Supplier shall present these general terms of purchasing to its product liability insurer to acquire insurance coverage for the defect complaint procedure contained in Article 10 of these general terms of purchasing, the indemnification duty contained in Article 12.5 of these general terms of purchasing and the statutes of limitation periods set out in Article 13 of these general terms of purchasing with the exception of Article 13.5 and the provisions to suspend and restart the statute of limitations or non-coverage confirmation set out in number 7.3 of the General Terms of Liability and notify us whether and to what extent its insurer refuses it.

4. To verify the existence of the above insurance policies, the Supplier shall provide us with confirmation from its insurer of the scope of coverage described above (*Certificate of insurance*) at the latest when the contract is concluded.

#### Article 15 Forces majeures, emergency production right

1. A force majeure is an external event that affects the parties to the contract and hinders or prevents the correct fulfilment of the contract without the parties to the contract having any influence on it. Forces majeure may in particular be the result of war, fire, sickness and risks of sickness, labour disputes, business and traffic problems or official orders. In the event of imminent or existing forces majeure, the parties to the contract shall negotiate the amendment of their contractual duties. This shall particularly apply if forces majeure result or may result in damages. This may involve default damages or compensation claims by customers in the downstream supply chain.

The parties shall then in particular consider the statutory division of liability in cases of non or late fulfilment under which compensation claims are normally dependent on culpability. The negotiations shall in particular focus on the necessity for temporary or permanent non-delivery, the possibility of delivering a lower quantity, delivering at a later date or delivering by different means. Delivering by different means includes changed material specifications and a change of supplier or raw materials. The parties to the contract shall inform each other proactively about the start, nature and end of the problems.

2. If the Supplier or one of its subcontractors suffers a force majeure which

prevents the Supplier from providing us with the contract duties it owes us under this contract for a period of more than 4 weeks, we shall be entitled to manufacture the contract products or provide the ordered service ourselves or have it manufactured or provided by third parties. The requirement for this, however, shall be that as a result of the problem, we are unable to comply with our delivery or service provision duties to third parties and both we and the contracted third parties have previously concluded a confidentiality agreement with the obligation that any supplied confidential information can only be used for the manufacture of the contract products or the provision of the service. In this case, the Supplier must supply us with all tools required for the manufacture of the contract products or the provision of the service if they are not available on the open market, as well as providing all the required documents, drawings, samples and other documentation and information without delay at our request and to provide all reasonable support for the relocation of the production or provision of the service and to grant us limited transferable, non-exclusive, irrevocable utility rights free of charge for the period for which the force majeure lasts plus a reasonable period for the start-up of production by the Supplier.

#### Article 16 Confidentiality

1. The Supplier undertakes to treat all commercial and operative/technical information made available to it by us as a result of our business relationship and which may be of commercial value to us so that we may have a justified interest in its confidentiality, as business and company secrets. This shall include all information in drawings, images, calculations, lists and in other documents and electronic media relating to the development, design, function, composition and manufacture of products, technologies, expertise, projects, customer and supplier lists, contract details, personnel and remuneration structures, calculations and price information.

2. Information that at the time of its notification was already part of the public domain or was known publicly and information or aspects of the business relationship which were known to the Supplier before it was made available to it or was made available to it by an authorised third party or was developed by its personnel independently of this information or had to be disclosed by it as a result of official or court orders or a statutory obligation shall not be covered by the duty of confidentiality set out in paragraph 1 above. The burden of proof for these exceptions shall be based on the statutory regulations.

3. The Supplier undertakes to maintain this confidentiality for a period of five years after the end of the business relationship.

4. We reserve title and copyright to illustrations, drawings, calculations and other documents supplied by us. They may only be copied if required for operational reasons and in accordance with copyright regulations. They must be returned to us together with all copies after the refusal, completion or cancellation of the order.

5. Our documents may only be made available to those persons who complete our order and are not intended for third parties. They may only be supplied to third parties with our express consent.

6. The Supplier shall ensure that its personnel take care of our justified confidentiality interests. It must also make every effort to subject third parties to the same confidentiality using a similar agreement.

6. The Supplier may only advertise using this business relationship with our express consent.

7. The Supplier undertakes not to conduct business which corresponds to the subject of our order with our customers either directly or indirectly.

8. Products which comply with our purchase order and are not manufactured to a general specification but for a specific application must not be supplied to third parties.

9. In the event that the Supplier breaches the duties set out in this Article 16, we shall be entitled to cancel the contract.

The Supplier must compensate us for the damages we incur unless it can provide evidence that it was not responsible for the breach of duty.

#### Article 17 Production equipment

1. Production equipment provided, planned or paid for by us such as models, dies, templates, samples and tools shall remain or become our

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property. It may not be used for goods supplied to third parties, copied, sold, title to it transferred by way of security, pledged or disposed of by other means. The same shall apply to goods manufactured using this production equipment. The Supplier undertakes to use this production equipment only for the production of contract goods ordered by us.

2. If items owned by us are seized by third parties, the Supplier undertakes to notify us in writing without delay. During the actual seizure process the Supplier must notify the enforcement body of the ownership situation relating to the items.

3. The Supplier undertakes to insure items owned by us at new value at its (the Supplier's) expense with property insurance with as wide-ranging cover as possible (*all-risk coverage, extended coverage*). The Supplier hereby assigns its compensation claims from this insurance policy to us.

4. The Supplier shall be obliged to conduct any servicing and inspection work required on the goods provided by us and all maintenance and repair work on them promptly and at its own expense.

5. If we provide items ourselves, we reserve title to them. Contractually agreed processing or modification work by the Supplier shall be carried out on our behalf. If the reserved title goods are processed, connected or mixed with other items which do not belong to us, we shall acquire co-title to the new item proportionate to the value of our reserved title items to the other items at the time of the processing, connection or mixing procedure. If the processing, connection or mixing procedure takes place in such a way that the Supplier's item must be regarded as the main item, it is hereby agreed that the Supplier shall transfer proportionate co-title to us.

This provision shall apply even if we refuse to accept goods because they are late or defective or if we do not place any further orders. In these cases, the items provided by us must be made available to us free of charge. Setting off shall not be possible.

6. Additional costs due to material defects and dimension inaccuracies on the customer-supplied raw materials may only be charged to us with our prior written consent for these costs.

7. The Supplier undertakes to inspect the items provided by us for obvious defects, such as identity, quantity and transport damage when they are received and to notify us without delay of any defects. We must be notified of any defects discovered when working on the provided items without delay after their discovery.

8. If the secured rights exceed the purchase price of all unpaid reserved title goods by more than 15%, we shall release an appropriate part of the security rights at the request of the Supplier.

#### Article 18 Reservation of title and acquisition of title

1. We shall not recognise any extension of a reservation of title which goes beyond the simple reservation of title of the Supplier to an unprocessed Supplier's product stored at our premises, in particular after its processing, connection or mixing with other goods, and after the sale of the Supplier's product unless any such extension has been agreed with us in a separate contract.

2. Items which we supply to the Supplier shall remain our property. Items manufactured on our behalf shall become our property. Such items may only be supplied to third parties with our express consent.

#### Article 19 Compliance

1. The Supplier shall ensure that its products, goods and services comply with the relevant current versions of statutory regulations, EU directives, official regulations and standards.

2. The Supplier must in particular ensure that all the substances used which are covered by the EU REACH Directive comply with this Directive and are registered and approved for the type of use intended by this contract. This shall also apply to suppliers located outside the EU. At our request, the Supplier shall provide suitable evidence that this duty has been satisfied.

3. With reference to the Act Regulating a General Minimum Wage (MiLoG) and the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG), the Supplier undertakes to ensure that the personnel used by it or its subcontractors to fulfil contracts receive the statutory minimum wage or, if

the services to be provided are carried out in the territory covered by a European Posting Directive and/or the AEntG, particularly for postings from other countries or to other countries, the specified working conditions are satisfied, depending on the duration of the work. It must also satisfy the other collective wage-bargaining agreement and statutory duties to pay contributions to social security organisations, professional associations and other organisations and, if subcontractors are used, to ensure by means of documentary evidence that the current requirements are satisfied by these subcontractors and provide information on this if we request it.

4. If justified claims are made against us due to a failure to comply with the Supplier's obligations listed in paragraph 1 and/or paragraph 2, it must indemnify us from said claims at our request and reimburse us for any damages we incur unless it is able to provide evidence that it was not responsible for the breach of duty. This indemnification duty shall also apply in the event that we face claims from employees of subcontractors contracted by the Supplier.

5. If a statutory duty does not already exist, the Supplier shall comply with the binding ESG reporting duties under the environmental, social and governance criteria to assess the sustainable and ethical practice of companies and supplement its business reports with details of these criteria.

#### Article 20 Export and customs regulations

1. The Supplier undertakes to notify us of any licensing obligations for (re)exports of its goods under German, European and US export and customs regulations as well as the customs and export regulations of the country of origin of its products in its business documents.

The Supplier shall at least provide the following information for the relevant goods in its quotations, order confirmations and invoices: Export list numbers pursuant to Annex AL to the German Foreign Trade Regulation or equivalent list items on relevant export lists;

the ECCN (Export Control Classification Number) for US goods pursuant to the US Export Administration Regulations (EAR); the trading policy origin of its goods and the components of its goods, including technology and software; whether the goods have been transported through the USA, manufactured or stored in the USA or manufactured with the help of US technology; the statistical goods number (HS code) of its goods and a contact in its company for clarifying any questions we may have.

2. At our request, the Supplier undertakes to notify us in writing of all other foreign trade data relating to its goods and their components and to notify us without delay of all modifications to the existing data before the delivery of any products affected by this.

3. The Supplier shall also confirm in compliance with the Anti-Terrorism Regulations of the EC and EU No. 2580/2001 and No. 881/2002 as well as No. 753/2011 that it has no business contacts with companies, firms, financial institutions, organisations or persons who are on the EU and/or US sanctions lists. This shall also apply to the Supplier's subsidiaries and branch offices as well as to holdings in third party companies in Germany and elsewhere. The Supplier also undertakes to provide us without delay with written notification of any positive results found during a review of these sanctions lists.

In the event that the Supplier has any such contacts after an appropriate review, we shall be entitled to terminate this contract and all other contracts with the Supplier and to terminate any existing business relationships without the Supplier being able to claim compensation as a result.

4. The Supplier shall notify us without delay if a consignment is subject in full or in part to export restrictions under German or any other law.

#### Article 21 Proof of origin

1. The Supplier shall provide us with any proofs of origin we request with all the required details and signed correctly without delay.

2. The Supplier shall notify us in writing without delay and without this having to be requested if the details in the proofs of origin no longer apply to the supplied goods.

3. The same shall apply for value-added tax documents for overseas consignments and those within the Single Market.



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**Article 22 Supply chain, code of conduct**

1. Social and ecological responsibility play a major role in our corporate activities. Our suppliers therefore undertake to comply with the statutory regulations for dealing with personnel, environmental protection and industrial safety and to make every effort to reduce negative effects on people and the environment of their activities. The aim is that our suppliers establish and develop a management system which complies with ISO 14001.

Our suppliers are also committed to the principles of the UN Global Compact Initiative, particularly in terms of the protection of international human rights, the right to collective wage bargaining, the abolition of forced labour and child labour, the elimination of discrimination in employment and occupation, responsibility for the environment and the prevention of corruption. Further information about the UN Global Compact Initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).

2. The Supplier therefore undertakes to comply with the principles listed above, to pass them on within its supply chain and to notify us without delay of any breaches of them.

3. The Supplier also undertakes to comply with the Groth code of conduct in its relevant version, which can be viewed at the following web address: <https://www.groth.aero/gtc/verhaltenskodex>.

4. In the event that the Supplier repeatedly breaches these principles, we shall be entitled to cancel any existing contracts or to terminate them without notice for a material reason.

**Article 23 Place of jurisdiction, applicable law, place of fulfilment for payment**

1. The place of jurisdiction for all disputes relating to supply transactions shall be Hamburg or the registered office of the Supplier, at our discretion, or exclusively Hamburg for lawsuits lodged by the Supplier. Statutory regulations relating to exclusive places of jurisdiction shall not be affected.

2. The laws of the Federal Republic of Germany shall be exclusively applicable to business relationships between us and our suppliers. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (UN CISG) shall apply to cross-border deliveries.

3. If individual parts of these GTCP are invalid, this shall not affect the validity of the other provisions.

4. The place of fulfilment for payments shall be our registered office.

**Article 24 Data protection**

We shall process all the Supplier's data exclusively for the purposes of conducting business and on the basis of the specifications of the relevant data protection regulations. If it submits a written request, the Supplier shall also be entitled to receive information about its personal data collected, processed and used by us.

**Article 25 Cancellation in the event of a deterioration in the Supplier's financial situation**

If an application for court or out of court settlement proceedings against the Supplier is lodged, we shall be entitled to cancel the unfulfilled part of the contract if it means that the delivery dates agreed by the Supplier cannot be met.

**Article 26 Precedence**

These GTCP are a translation of the original German version of the Allgemeine Einkaufsbedingungen (AEB). In the event of different interpretations or contradictions between these GTCP and the original German AEB, the German version takes precedence.

**Article 27 Contact details**

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Court of registration: Pinneberg Local Court

Registration number: HRA No. 4052

VAT Reg. No. DE 81 23 84 905

Personally liable shareholder:

GLS Verwaltungsgesellschaft mbH

Court of registration: Pinneberg Local Court

Registration number: HRB 5599