

General Purchase Conditions

These Purchase Conditions apply to all deliveries and services for WMV GmbH's companies (hereinafter WMV). They also apply to any future contracts in business relationships without requiring a separate, explicit agreement. Conditions from the Contractor (hereinafter called Supplier) that are conflicting or deviate from these Purchase Conditions shall not apply unless we have explicitly agreed to them in writing. These Purchase Conditions shall also apply if we unconditionally accept the services while aware of the Contractor's conditions that are contrary to or deviate from these Purchase Conditions.

1) Contract Conclusion

- a) In response to WMV's price inquiries, the Supplier must provide a quote in written form that includes a realistic delivery date, the requested items, the correct quantities, and the price. The quote must be sent to the creator of the price inquiry and to einkauf@wmv.com.
- b) Contracts regarding the execution of a delivery or services are created via our order and a written order confirmation from the Supplier. We are bound to our order in writing for two weeks. Only within these two weeks after receiving the order can the Supplier accept the order in writing. If a written order confirmation from the Supplier is not received up to 3 days after the order, an automatically generated reminder email will be sent by WMV. Once the two-week term has expired, we shall no longer be bound by our order. Order confirmations must be emailed in writing in a timely fashion to auftragsbestaetigung@wmv.com. The order confirmation must include a list of the ordered items, the quantity and packaging unit, the unit price of the ordered item, and a binding delivery or service date. If the Supplier provides a quote, they are bound to it for two weeks.
- c) Drawings, models, sketches, templates, samples, or other documents related to the order remain our property. We reserve the copyright of all these documents. The Supplier undertakes to prohibit third parties from either viewing or possessing these documents without the consent of WMV. The items or components manufactured according to these documents may not be delivered to third parties as either semi-finished or finished products without our written consent.
- d) The respective order quantities that we specify must be adhered to. Deliveries that exceed or fall short of these quantities require our approval.

2) Services

- a) We shall have the right to demand changes to the delivery and the ordered items – even after a confirmed order – if it is reasonable for the Supplier. The additional or reduced expenses that this causes, and the stipulated delivery date must be reasonably considered and shared with us.
- b) Stipulated dates and deadlines are binding; they must be listed in the written order confirmation. In case of a delay, we shall have the right to demand a contractual penalty amounting to 1% of the net order sum for each full week of the missed deadline, starting on the second week of the delay. If the exceedance relates to only a definable item or component of the order that does not affect the usability of the items that have already been delivered, then the contractual penalty shall be calculated only based on this part of the order. Depending on the amount, the contractual penalty shall be limited to no more than 5% of the net order amount. The Supplier shall be authorized to substantiate that no harm has been done or that the harm is significantly less than the contractual penalty. Additional contractual rights such as withdrawal and compensation for damages shall remain reserved. However, the contractual penalty shall be offset against the claims for compensation.
- c) The Supplier's confirmed delivery date shall be monitored in our internal WMV management system and, if necessary, also queried by telephone. As soon as the Supplier needs to consider the fact that they are unable to meet the delivery dates, they must immediately report it along with the reasons and the expected duration of the delay. We reserve the right to cancel the order if the delivery date differs greatly.
- d) The Contractor shall not have the right to partial deliveries.
- e) If the Supplier provides us with work performances or services, they shall ensure that the employees used by the same or by subcontractors comply with statutory minimum wage laws. They shall exempt WMV from any claims in case obligations arising from the aforementioned laws cannot be followed in contravention of this declaration, particularly obligations regarding any payment claims.
- f) The Supplier shall ensure that they comply with any obligations based on the delivery chain law and European guidelines and shall exempt WMV from any claims in this regard.

3) Delivery, Place of Fulfillment, Risk Assumption

- a) The ordered items must be delivered to us on the stipulated delivery date based on the latest INCOTERMS DDP (Delivery Duty Paid) provisions at the time of contract conclusion. The delivery shall be deemed completed if the Supplier has provided us with the goods cleared for import at the specified destination on incoming transportation means, ready for unloading. The Supplier shall bear all the costs and hazards that are associated with transporting the goods up to the destination and shall be obliged to release the goods not only for export but for import as well, pay all import and export fees, and complete any customs information. The goods shall be transferred to us only when we accept the goods at the location to which the goods must be delivered as per the contract. Prompt delivery of all the items or a partial delivery of the ordered items is possible only upon prior consultation with WMV. Otherwise, we shall reserve the right not to accept the items.
- b) Our regular delivery address is as follows: *WMV GmbH, Werner-von-Siemens-Straße 3, 51570 Windeck, Germany*. If the delivery address should differ, it will be provided in writing during the order. Please specify our order number on all documents (quote, order confirmation, invoice, delivery note and miscellaneous). Otherwise, we are unable to allocate it on our end and it may result in delays in the operating procedure.

- c) Note on transport insurance: We are self-insured, which exempts us from forwarding insurance. Our shipping instructions for "ex works" (EXW) deliveries are:
 - Please send the package via DHL Express, customer no. 148583757.
 - Send pallets via Spedition Hoss, Siegburg (systemverkehre-abfertigung@spedition-hoss.de).

Alternative transport or delivery agreements are possible in consultation with WMV.

- d) The place of fulfillment for the Parties' payment claims shall be the Client's headquarters *WMV GmbH, Präsidentenbrücke 3, 51570 Windeck, Germany*. For all other claims, the place of fulfillment shall be the respective place of receipt specified in our order.

4) Invoicing, Payment

- a) A separate invoice must be issued for each order. The invoice must meet the requirements of applicable tax laws, particularly the sales tax law domestically, and it must clearly, neatly, and understandably include the rendered services with our order number, order date, and delivery date. The acceptance report must be attached if an acceptance of the delivery or service has been stipulated. We reserve the right to reject an improperly completed invoice and pay it only upon its correction.
- b) The quantities, contents, and units that we ordered are decisive for the calculation.
- c) Invoicing is conducted electronically. Please send the invoice via email to rechnung@wmv.com.
- d) The stipulated prices are fixed prices and, excluding any applicable sales tax, include free delivery to the point of use including packaging and freight costs. Should we desire changes to the ordered items and should this result in additional expenses, they must be reported to WMV.
- e) Payment shall be made once the service, delivery, or acceptance has been properly conducted – provided that they have been stipulated or must be carried out – and within 14 days with a 3% discount or within 30 days with no discount upon receiving the invoice.
- f) We shall be obliged to make prepayments only if it has been stipulated in writing and the Contractor has provided us with adequate security, e.g., via a performance bond from a domestic bank. In case of a delay in payment, we shall only be obliged to pay interest amounting to 3% more than the base interest rate.

5) Defects, Warranty

- a) In case of defects in quality and title of the Supplier's services, legal stipulations shall apply, if we have the right to choose the type of supplementary performance (improvement or compensation) in the case of purchase contracts or call orders. The Supplier may deny the type of supplementary performance we choose if it entails disproportionate costs. We shall have the right to set a reasonable deadline for compliance, unless a supplementary performance is unreasonable for us, or it results in extensive delays in our operations. In addition to legally regulated cases, such infeasibility can also result due to uncertain consequences in devices, systems, or facilities related to safety or that are necessary for business or operations. A unilateral specification of the supplementary performance period has the same legal effect as a deadline set by WMV. In case of a failed supplementary performance, we shall have the right to request a discount in the case of defects in quality and title.
As a result, the possibility of asserting an additional claim for damage shall not be ruled out.
 - b) Notwithstanding legal claims, we shall have a right – in the case of purchase contracts and call orders – to self-performance and a claim to advance payment for material defects upon fruitless expiry of a supplementary performance deadline set as per §637 German Civil Code (BGB). We shall explicitly reserve the right to additional legal claims such as claims for compensation. If, due to legal or contractual provisions, we have the right of withdrawal in the case of services that are not rendered or improperly rendered, the withdrawal – if the non-performance or poor performance is limited to a definable portion of the services – can be limited to this portion without affecting the validity of the remaining contract.
 - c) Our obligation to investigate and check upon delivery of the ordered items shall be limited to identifying apparent defects based on the delivery documents. If defects are identified at a later stage, a complaint may be lodged for these defects within a period of up to two weeks following their discovery. The place of fulfillment for the supplementary performance must be defined in consultation with WMV. A faulty item is either returned to the Supplier, remedied by the Supplier at WMV's premises, or WMV remedies the defect themselves and invoices the Supplier for the resulting expenses. The form in which the defect is remedied shall be resolved in consultation between WMV and the Supplier.
 - d) The statutory warranty period shall apply. For repaired parts or newly rendered services, the warranty period shall begin again upon conclusion of the supplementary performance. If a material defect materializes within six months since the transfer of risk, it shall be assumed that the item was already faulty upon transfer of risk, unless this assumption is incongruous with the type of item or defect.
 - e) The mere acceptance, use, processing, payment, or reorder of a service shall not constitute an approval or acceptance of this service or a waiver of these claims for defects.
 - f) If claims are asserted against us according to product liability guidelines (according to domestic and foreign law), the Supplier shall exempt us from the appropriate claims if the cause of the product defect lies in the items, components, products, or other items provided by the Supplier.
- ### 6) Supplier Liability, Copyright
- a) The Supplier shall be liable for intent and for any type of negligence, including regarding their employees, auxiliary persons, and vicarious agents.
 - b) The Supplier warrants that no industrial property rights and other third-party rights have been infringed in connection with the delivery.

7) Retention of Title

Upon delivery of the delivery item delivered by the Supplier, we shall hereby immediately obtain ownership thereof. We shall not recognize a retention of title of the Supplier, even in the form of an expanded or extended retention of title from its upstream suppliers.

8) Compliance

The current WMV Compliance Guidelines can also be viewed online at www.wmv.com.

- a) The Supplier undertakes to follow all legally binding guidelines, particularly applicable criminal laws, laws for protecting fair competition, European and German supply chain guidelines to protect the environment and health, applicable export and import prohibitions, applicable customs and tax guidelines, statutory guidelines on environmental protection and general minimum wage guidelines. Furthermore, the Supplier undertakes to prohibit child and forced labor and ensure adequate working hours, secure work conditions, and a discrimination-free work environment for their own employees.
- b) If legal action is taken against WMV by authorities, courts, or its contractual partners to share information about compliance with applicable law, the Supplier shall undertake to hereby provide the corresponding information to WMV themselves to the extent that they are able to do so.
- c) If the Contractor infringes against one of the aforementioned obligations, the Supplier must exempt us and our customers from any expenses, third-party claims (particularly direct and indirect claims for damages) and other detriments (e.g., fines) that we incur due to this infringement. This shall not apply if the Supplier is not at fault for this infringement. Furthermore, this infringement shall constitute serious grounds for us to immediately terminate the delivery regardless of a claim for damages.

9) Offset and Retention

The Supplier may offset only with claims that are undisputed or legally valid. The Supplier shall have a right of retention only if it is based on the same contractual relationship.

10) Final Provisions and Place of Jurisdiction

- a) Should a provision of our Purchase Conditions be or become legally ineffective, the remaining provisions shall remain unaffected. The ineffective provision shall then be replaced by an effective one with the same intention.
- b) The place of fulfillment and place of jurisdiction for registered traders is our business headquarters (*WMV GmbH, Präsidentenbrücke 3, 51570 Windeck, Germany*). This shall also apply to any obligations arising from bills and checks. German law shall apply exclusively.