

GENERAL TERMS AND CONDITIONS OF PURCHASE

of Huesecken Wire GmbH, Nimmertal 120, 58119 Hagen, Germany
(hereinafter also referred to as "HUESECKEN")

1 GENERAL INFORMATION, SCOPE OF APPLICATION

1.1 The following General Terms and Conditions of Purchase ("GT&CP") apply exclusively to all purchases made by Huesecken Wire GmbH, Nimmertal 120, 58119 Hagen. They apply to the same extent to the purchase of production material (comprising in particular raw materials, materials, assemblies, parts for the purpose of individual or series production) as to the purchase of spare parts, tools or machines as well as other products of any kind. The GT&CP only apply to Entrepreneurs (Section 14 German Civil Code [Bürgerliches Gesetzbuch, BGB]), legal entities under public law and special funds under public law.

1.2 Furthermore, the SUPPLIER accepts these GT&CP by delivering its products and goods to HUESECKEN.

1.3 HUESECKEN does not accept any conflicting, supplementary or deviating GT&CP and other clauses of the contracting parties and customers (hereinafter also referred to as "SUPPLIER") and expressly objects to them, unless HUESECKEN has expressly agreed to their validity in writing.

1.4 These GT&CP also apply in all cases in which HUESECKEN accepts the SUPPLIER's deliveries without objecting to its terms and conditions deviating from these GT&CP (regardless of whether HUESECKEN is aware of them or not). Furthermore, HUESECKEN objects, subject to HUESECKEN's written consent in individual cases, to all references of the SUPPLIER to clauses of third parties and to all rules and regulations to which the SUPPLIER refers.

1.5 These GT&CP also apply to all future transactions between HUESECKEN and the SUPPLIER.

1.6 Any references to the applicability of statutory provisions are for explanatory purposes only.

1.7 Individual agreements concluded with HUESECKEN in individual cases (including collateral agreements, supplements and modifications) take precedence over these GT&CP. Unless proven otherwise, a written contract or a written confirmation by HUESECKEN is authoritative for the content of such agreements.

1.8 All legally relevant declarations, applications, ancillary agreements and notifications of the SUPPLIER have to be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Oral representations do not take effect vis-à-vis HUESECKEN. Legal formal requirements and the possibility of obtaining further evidence, in particular with respect to the legitimation of the person making the declaration, remains unaffected.

2 OFFER, CONCLUSION OF THE CONTRACT, REVOCATION OF THE ORDER

2.1 Inquiries by HUESECKEN addressed to the SUPPLIER concerning the SUPPLIER's products and the conditions, or requests by HUESECKEN to submit offers or cost estimates do not bind HUESECKEN in any way.

2.2 Orders placed by HUESECKEN are only valid and binding if made in writing. A signature by HUESECKEN is not required. The written form is deemed to be complied with when transmitted by telefax, e-mail or any other electronic data transmission system. Orders and delivery schedules placed verbally require subsequent confirmation in text form by HUESECKEN in order to be legally valid. The same applies to side agreements and amendments to the contract.

2.3 If the parties have an ongoing business relationship with each other, the contract is concluded on the basis of the individual order placed by HUESECKEN if the SUPPLIER does not object to an individual order within five days.

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2.4 In all other cases the following applies: If the SUPPLIER does not accept HUESECKEN's order within two weeks after receipt, HUESECKEN is entitled to cancel the order.

2.5 Call-offs from HUESECKEN become binding within five days of receipt, at the latest, unless the SUPPLIER objects.

2.6 The SUPPLIER's offers are binding for the SUPPLIER for at least 30 days, unless a different binding period is expressly stated in the offer.

2.7 Cost estimates of the SUPPLIER are not subject to remuneration.

2.8 HUESECKEN may request modifications of the products (in particular also with regard to the design and execution of the products) from the SUPPLIER at any time even after confirmation of the order by the SUPPLIER. In this context, the consequences, in particular with regard to additional or reduced costs as well as delivery dates, are to be agreed upon in an appropriate manner.

3 PRICES AND TERMS OF PAYMENT, PACKAGING AND OTHER COSTS, INVOICES, SET-OFF AND RETENTION RIGHT BY HUESECKEN

3.1 The price indicated in an order by HUESECKEN is binding and excludes subsequent claims of any kind.

3.2 The price includes in particular packaging and transport costs, as well as free delivery. All additional costs, such as costs for freight, insurance, export, transit, import and other permits as well as notarizations are included in the price. Likewise, the SUPPLIER has to bear all kinds of taxes, levies, fees and customs duties.

3.3 The invoice is to be sent to HUESECKEN's postal address immediately after delivery. It must contain the date, purchase order number, SUPPLIER number, item number and quantity delivered. If these requirements are not met, HUESECKEN is not responsible for the resulting delays in invoice processing and payment settlement.

3.4 Unless otherwise agreed, HUESECKEN pays the invoice within 14 days after delivery and receipt of the proper invoice with a discount of 3 (three) percent or net within 30 days, subject to the provision in **sec. 3.5**.

3.5 In case of a faulty delivery or in case of a delay in delivery, HUESECKEN is entitled, without prejudice to its statutory rights of retention, to withhold payment proportionally to the value until proper performance.

3.6 HUESECKEN is entitled to set-off to the extent provided by law.

3.7 To the extent that certificates regarding material tests have been agreed upon, they form an essential part of the delivery and have to be sent to HUESECKEN together with the delivery. They must, however, be received by HUESECKEN no later than 3 calendar days after receipt of the invoice. The payment period for the invoice commences with the receipt of the agreed certificate.

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4 DELIVERY DATES, DELAY IN DELIVERY

4.1 The delivery dates agreed with the SUPPLIER are binding. Depending on the agreed terms of delivery, the receipt of the products at the destination named by HUESECKEN or, if agreed, the timely provision of the products for collection at the SUPPLIER's delivery plant is decisive to meet the delivery deadline.

4.2 HUESECKEN accepts partial deliveries only upon express prior agreement. Production-related excess or short quantities are only permissible if this has been expressly agreed in writing.

4.3 If the SUPPLIER is in default with a delivery, a contractual penalty in the amount of 0.5% of the purchase price of the delayed products, but not more than 5% of this purchase price, is due for each week or part thereof of the delay in delivery. The right to assert claims for damages remains unaffected. The SUPPLIER is free to prove that the damage was less or that there was no damage.

4.4 The SUPPLIER must compensate the following costs, notwithstanding the scope of statutory damages, insofar as the SUPPLIER has culpably caused them: Extra transport costs of HUESECKEN to its customers, additional set-up costs in HUESECKEN's production, additional costs due to extra shifts, production downtime costs, replacement costs/conversion costs, additional testing costs and loss of profit. A contractual penalty due in accordance with **sec. 4.3** is credited against an asserted claim for damages.

4.5 If the SUPPLIER can foresee that the agreed delivery dates cannot be met, the SUPPLIER must inform HUESECKEN thereof without undue delay. This does not affect HUESECKEN's claims for delay in delivery.

5 SHIPMENT, TRANSFER OF RISK, PACKAGING

5.1 The delivery (including the transfer of risk) is effected to the place of receipt/use or pick-up named by HUESECKEN. The risk is transferred at the time of delivery to the agreed place of receipt/use. The time of DELIVERY is deemed to be the time when the SUPPLIER's goods are brought to HUESECKEN's agreed place of receipt/use.

5.2 The SUPPLIER is obliged to send the corresponding packing slips along with the deliveries. The packing slips and shipping documents must indicate in particular the order number, article number and SUPPLIER name. If these requirements are not met, HUESECKEN is not responsible for the resulting delays in processing.

5.3 In case of deliveries from abroad, the SUPPLIER is responsible for the observance of the legal and customs regulations concerning the import of goods, in particular those of the European Community. The SUPPLIER undertakes to indemnify HUESECKEN in full against all consequences, in particular damages of HUESECKEN and claims of third parties against HUESECKEN, resulting from the fact that the SUPPLIER has culpably not complied with or fulfilled provisions within the meaning of **sec. 5.3 sentence 1**, or not complied with or fulfilled them completely or in due time.

5.4 The goods have to be packed in a manner so as to avoid damage in transit. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.

5.5 If HUESECKEN has provided the SUPPLIER with pallets or spools for transport purposes, these are to be returned to HUESECKEN within a reasonable period of time after the respective agreed transport purpose has been achieved or upon HUESECKEN's request.

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6 FORCE MAJEURE

6.1 Major interruptions in the supply relationship due to events which are unforeseeable and unavoidable and which are beyond the SUPPLIER's control and for which the SUPPLIER is not responsible, such as war or natural disasters, exempt the SUPPLIER from its obligations to perform for the duration of such events and to the extent of their effect.

6.2 The SUPPLIER undertakes to notify HUESECKEN without undue delay of the occurrence of a case as defined in **sec. 6.1**. If such notification is not effected without undue delay, the SUPPLIER forfeits the right to invoke **sec. 6.1** to the extent that the corresponding notification has not been effected without undue delay.

6.3 Agreed time periods will be extended by the duration of such event according to **sec. 6.1**.

6.4 If the end of such an interruption is not foreseeable or if the interruption lasts for more than two months, each party is entitled to withdraw from the relevant contract (or its unfulfilled products) or to declare termination without notice.

7 EVIDENCE OF ORIGIN, RECORDS REQUIRED UNDER SALES TAX LAW, EXPORT RESTRICTIONS

7.1 The SUPPLIER undertakes to provide without delay any proofs of origin required by law or requested by HUESECKEN with all necessary information and duly signed. The SUPPLIER has to notify HUESECKEN in writing without delay and without being requested to do so, if the information in the proofs of origin for the delivered goods is no longer correct. The same applies to the proofs of foreign and intra-Community deliveries under value added tax law.

7.2 The SUPPLIER undertakes to notify HUESECKEN of the valid customs tariff number and to inform HUESECKEN without delay if a delivery is subject, in whole or in part, to export restrictions under German law or other applicable provisions or agreements (e.g. EU sanctions).

7a DUTY OF CARE IN DELIVERY CHAINS, HUMAN RIGHTS AND SOCIAL ISSUES

7a.1 HUESECKEN expects the SUPPLIER at all times to manage its company in an environmentally, ethically and socially responsible manner.

7a.2 The SUPPLIER agrees to implement and comply with national laws and regulations such as the Supply Chain Sourcing Obligations Act [Lieferkettensorgfaltspflichtengesetz; LkSG], as well as international conventions such as the United Nations Universal Declaration of Human Rights, the Guidelines on Children's Rights and Business Conduct, the United Nations Guiding Principles on Business and Human Rights, and the International Labor Organization's International Labor Standards. In this regard, the SUPPLIER undertakes to provide HUESECKEN with all necessary information and to allow inspections within a reasonable time upon request.

7a.3 The SUPPLIER agrees and undertakes to comply with the following principles:

- Exclusion of forced labor
- Prohibition of child labor
- Fair remuneration of employees in accordance with the national statutory minimum wage or the minimum standards customary in the industry, whichever is higher.
- Fair and legally compliant working hours

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- Freedom of association of employees to organize and participate in a representation of interests (e.g., works council) not subject to discrimination.
- Prohibition of discrimination: Discrimination on the basis of gender, race, caste, national, ethnic or social origin, skin color, disability, health status, political conviction, origin, ideology, religion, age, pregnancy or sexual orientation does not occur under any circumstances. Personal dignity, privacy and personal rights of each individual are respected.
- Occupational health and safety
- Preservation of the natural basis of life
- Confidential and non-discriminatory possibility for own employees to use complaints procedures against their employer
- Responsible handling of conflict minerals (e.g. tin, tungsten, tantalum, gold, cobalt) in accordance with the Guiding Principles of the Organization for Economic Cooperation and Development (OECD)

7a.4 The SUPPLIER undertakes to communicate the contents of this sec. 7a to employees, agents and subcontractors in a manner understandable to them and to take all necessary precautions for the implementation of the requirements.

7a.5 Measures taken by HUESECKEN to comply with the requirements of this sec. 7a must be tolerated by the SUPPLIER, as far as not unreasonable for him, and HUESECKEN is to assist the SUPPLIER in this respect.

8 STATE OF THE ART, SAFETY, ENVIRONMENTAL PROTECTION AND OTHER PUBLIC REGULATIONS.

8.1 The SUPPLIER has to observe the latest state of the art and the applicable public safety regulations and domestic and foreign ordinances and laws and other public regulations concerning product safety and product liability for its deliveries. All goods and products must comply with the latest version of these regulations and must be approved by the competent inspection authorities and authorized for use for the intended purpose at the time of transfer.

8.2 The SUPPLIER undertakes to indemnify HUESECKEN in full against all consequences, in particular damages of HUESECKEN and claims of third parties against HUESECKEN, resulting from the fact that the SUPPLIER has culpably not complied with or fulfilled provisions within the meaning of **sec. 8.1 sentence 1**, or not complied with or fulfilled them completely or in due time.

8.3 The SUPPLIER undertakes to comply with the national, international and EU legal provisions on environmental protection, and the limitation and reduction of CO² emissions and other legal provisions of the Federal Republic of Germany and the EU [e.g. the REACH Regulation (Regulation EC no. 1907/2006), the Electrical and Electronic Equipment Act (ElektroG) and the Electrical and Electronic Equipment Substances Ordinance (ElektroStoffV) as national implementations of Directives 2002/95/EC (RoHS I) and 2011/65/EU (RoHS II) and Directive 2002/96/EC (WEEE) and the End-of-Life Vehicles Ordinance (AltfahrzeugV) as national implementation of EU Directive 2000/53/EC].

8.4 The SUPPLIER undertakes to indemnify HUESECKEN in full against all consequences, in particular damages of HUESECKEN and claims of third parties against HUESECKEN, resulting from the fact that the SUPPLIER has culpably not complied with or fulfilled provisions within the meaning of **sec. 8.3**, or not complied with or fulfilled them completely or in due time.

8.5 Insofar as authorities demand inspection of HUESECKEN's production process and inspection documents for the purpose of verifying certain requirements, the SUPPLIER agrees to provide HUESECKEN with corresponding information for forwarding to authorities and to provide any reasonable assistance in this respect. The SUPPLIER undertakes to oblige any SUBCONTRACTORS to the same extent within the framework of what is legally permissible.

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9 LIABILITY, PRODUCT MONITORING AND RECALL, PRODUCT LIABILITY INSURANCE OF THE SUPPLIER, RIGHT OF WITHDRAWAL

9.1 The partner is liable for any form of breach of contract as well as for any form of statutory claims for damages according to the statutory provisions, unless otherwise provided for in these terms and conditions.

9.2 If HUESECKEN is held liable due to violation of official safety regulations or due to domestic or foreign product liability regulations or laws because of a defectiveness of the product which is attributable to goods of the SUPPLIER, HUESECKEN is entitled to claim compensation for this damage from the SUPPLIER to the extent that it is caused by the products delivered by the SUPPLIER. This damage also includes the costs of any recall carried out. If a defect occurs in a part delivered by the SUPPLIER, it is assumed that the defect has occurred exclusively in the area of responsibility of the SUPPLIER.

9.3 The SUPPLIER indemnifies HUESECKEN against all claims of third parties arising from claims under **sec. 9.2**, provided that the cause of the claim is/was within the control of the SUPPLIER and that the SUPPLIER is liable to third parties. Section 254 BGB remains unaffected.

9.4 In cases of product liability, the SUPPLIER undertakes to provide HUESECKEN, within the framework of what is reasonable, with all necessary information and all reasonable assistance in order to defend the claims.

9.5 The SUPPLIER is obliged to carry out all necessary measures required as part of product monitoring as instructed by HUESECKEN, including, in individual cases, warning and recall actions. The SUPPLIER has to compensate HUESECKEN for the costs incurred by HUESECKEN due to recall actions.

9.6 The SUPPLIER is required to take out and maintain sufficient product liability insurance to cover the risks of product liability including the risk of recall. Upon HUESECKEN's request, the SUPPLIER has to prove the conclusion of such insurance without delay.

9.7 If the SUPPLIER is not able to provide evidence of the insurance policy in the sense of **sec. 9.6** within a period of at least two weeks to be set by HUESECKEN, HUESECKEN is entitled to terminate the contract with the SUPPLIER extraordinarily for this reason or to withdraw from the contract.

10 QUALITY ASSURANCE

10.1 ISO 9001 as amended from time to time is an integral part of these terms and conditions.

10.2 Should the supplier fail a recertification audit, the supplier has to inform HUESECKEN immediately. In such a case, the supplier is obliged to immediately arrange for the prerequisites for a renewed certification.

10.3 HUESECKEN assumes that the manufacturing process carried out by the supplier is a safe process and that all deviations from the contractually agreed quality can be detected before delivery by means of the test methods and test cycles specified in the production control plan. Should this not prove to be the case, the supplier is obliged to expressly inform the Purchaser of this in writing.

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11 DEFECTS OF QUALITY AND TITLE, WARRANTY AND RECOURSE

11.1 Unless otherwise provided for in the following provisions, the statutory provisions apply in the event of defective delivery.

11.2 The SUPPLIER is required to deliver goods which comply with the requirements of the contract in terms of quality and type as well as in terms of packaging or container. The goods must in particular be suitable for the purpose which was brought to the SUPPLIER's attention at the time of the conclusion of the contract. If the SUPPLIER has produced an initial sample, the goods must have all the characteristics of the initial sample. If the properties of the initial sample do not achieve the purpose known to the SUPPLIER, the goods do not comply with the contract. This also applies if the initial sample has been approved by us.

11.3 If the purpose is not known to the SUPPLIER and if the purpose did not have to be known to the SUPPLIER or if the SUPPLIER has not produced an initial sample, the goods are in conformity with the contract only if the goods are suitable for purposes for which goods of the same kind are usually used.

11.4 Notwithstanding Sec. 442 para. 1 sentence 2 BGB, HUESECKEN is entitled without limitation to claims based on defects even if HUESECKEN remained unaware of the defect at the time of the conclusion of the contract due to gross negligence.

11.5 The limitation period for warranty claims is 30 months. Statutory provisions apply in case of defects in delivery items which are used for a building according to their customary use or defects of title.

11.6 If a defect is found within 12 months of the transfer of risk, it is presumed that the item was already defective at the time of the transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.

11.7 Failure to achieve agreed dimensions, performance specifications, load values and other agreed data also constitutes a defect.

11.8 If similar defects occur in more than 5% of the delivered parts of a batch (serial defects), the entire delivery is deemed to be defective.

11.9 The acceptance or approval of data sheets, profiles, samples or specimens submitted does not limit the warranty claims of HUESECKEN.

11.10 In accordance with its commercial duty to examine, HUESECKEN inspects the goods sent to HUESECKEN by random sampling as is customary in the industry.

11.11 Defects are deemed to have been reported in due time if HUESECKEN reports them within 10 working days after receipt of the goods. Hidden defects are deemed to have been reported in due time if the notice of defect is submitted to the SUPPLIER within 14 working days after discovery of the defect. For HUESECKEN to be entitled to its rights, it is sufficient to submit the notice of defects in due time, which may also be submitted in electronic form, e.g. by e-mail.

11.12 If a defect or a discrepancy of the product from the contractually agreed specifications becomes apparent within the warranty period, the partner undertakes to analyze the discrepancy immediately after receipt of a complaint from HUESECKEN. The SUPPLIER shall immediately notify HUESECKEN of the result of the analysis in the form of an 8D report.

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11.13 Once the SUPPLIER has received the notice of defects, the limitation period for warranty claims becomes suspended until the SUPPLIER rejects HUESECKEN's claims or declares the defect eliminated or otherwise refuses to continue negotiations on HUESECKEN's claims.

11.14 In case of a replacement delivery and removal of defects, the warranty period for replaced and repaired parts restarts, unless HUESECKEN had to assume, based on the SUPPLIER's conduct, that the SUPPLIER did not consider itself obliged to carry out the measure, but only carried out the replacement delivery or removal of defects as a gesture of goodwill or to avert a legal dispute.

11.15 In case of defective delivery, initially the SUPPLIER is to be granted the opportunity for subsequent performance, i.e., at HUESECKEN's option, either removal of the defect or delivery of a new item. In either case, the SUPPLIER bears all costs incurred by it or HUESECKEN, e.g. transport, travel, work and material costs or costs for an incoming goods inspection exceeding the usual scope. The same applies to any dismantling and installation costs incurred. In the event of subsequent delivery, the SUPPLIER is required to take back the defective products at its own expense.

11.16 If subsequent performance fails, is unreasonable for HUESECKEN or the SUPPLIER fails to commence such performance without undue delay, HUESECKEN may rescind the contract/order without setting any further deadline and return the products at the risk and expense of the SUPPLIER.

11.17 In urgent cases, in particular to avert imminent danger or to avoid major damage, if it is no longer possible to inform the SUPPLIER of the defect and to set a deadline, albeit a short one, for remedial action, HUESECKEN may remedy the defect itself or have it remedied by a third party at the expense of the SUPPLIER.

11.18 Further claims, in particular claims for damages or warranty claims, against the SUPPLIER remain unaffected.

11.19 The fault-based compensation includes all damages caused by the defective item in an adequately causal manner. Included are also such damages which result from the fact that the defective item has led to a defective product due to installation or mixing or that the defect was not recognizable by HUESECKEN despite reasonable inspection.

11.20 Apart from the claims based on defects, HUESECKEN is entitled without limitation to the legally determined claims for expenses and recourse within a supply chain (SUPPLIER recourse according to Sections 478, 445a, 445b50 or Sections 445c, 327 para. 5, 327u BGB). HUESECKEN is in particular entitled to demand from the seller exactly the type of subsequent performance (repair or replacement) which HUESECKEN owes to the purchaser in the individual case; in the case of goods with digital elements or other digital contents, this shall also apply with regard to the provision of necessary updates. HUESECKEN's statutory right of choice (Sec. 439 para. 1 BGB) is not limited hereby.

11.21 Claims arising from SUPPLIER recourse also apply in favor of HUESECKEN if the defective goods have been combined with another product or further processed in any other way by HUESECKEN, its customers or a third party, e.g. by fitting, attachment or installation.

12 CLAIMS for DAMAGES against HUESECKEN

12.1 Claims for damages by the SUPPLIER, irrespective of the legal grounds, in particular for breach of duties arising from the contractual obligation and from tort, are excluded, except in cases of mandatory liability for intentional or grossly negligent conduct,

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for injury to life, body or health or for breach of essential contractual duties. Liability under the Product Liability Act or other mandatory statutory liability provisions remains unaffected.

12.2 Claims for damages arising from the violation of essential contractual obligations are however limited to the foreseeable damage typical for this type of contract. The aforementioned limitation does not apply in the case of intentional or grossly negligent acts and in the case of injury to life, body or health, applicability of the Product Liability Act or other mandatory statutory liability provisions.

13 INDUSTRIAL PROPERTY RIGHTS, DOCUMENTS

13.1 The SUPPLIER warrants that the products it delivers do not infringe any proprietary rights (in particular trademark rights, company rights, rights to a name, patent rights, utility model rights, design rights, equipment rights, design rights or copyrights) of third parties in Germany, in countries of the European Union or in other countries in which it manufactures the products or has them manufactured.

13.2 The SUPPLIER is obliged to indemnify HUESECKEN against all claims raised by third parties against HUESECKEN due to such infringement of industrial property rights and to reimburse HUESECKEN for all necessary expenses in connection with such claim. This does not apply insofar as the SUPPLIER proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if it had exercised due commercial care.

13.3 The provisions of **sec. 13.1 and 13.2** are not applicable if the delivery item has been manufactured according to drawings, models or other detailed information provided by HUESECKEN and the SUPPLIER was neither aware nor should have been aware of the fact that industrial property rights of third parties would be infringed thereby.

13.4 If the SUPPLIER is prohibited from delivery or production due to an infringement of property rights by a third party, HUESECKEN is entitled to suspend payments to the SUPPLIER to that extent. If the execution of the order is delayed not only insignificantly, HUESECKEN is entitled, without prejudice to further rights, to rescind the contract.

13.5 Further legal claims based on defects of title of the products delivered to HUESECKEN remain unaffected.

13.6 HUESECKEN retains title and all copyrights to all drafts, samples, drawings, data, models or other information and documents ("HUESECKEN Documents") provided by HUESECKEN. The SUPPLIER expressly agrees that HUESECKEN property or HUESECKEN Documents are not to be used for the manufacture or design of products for third party purchasers without HUESECKEN's prior written consent.

13.7 The SUPPLIER agrees to transfer ownership of drawings and descriptions prepared in accordance with HUESECKEN's specifications when paid for in full.

14 OWNERSHIP, PROCESSING AND PROVIDING OF MATERIALS

14.1 The SUPPLIER's basic, extended or expanded retention of title to delivered Products is excluded, unless expressly confirmed by HUESECKEN.

14.2 To the extent HUESECKEN provides the SUPPLIER with products, raw materials, means of production or other material ("Material") for the production of products by the SUPPLIER, HUESECKEN remains the owner of such material. Any processing,

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conversion or installation or forming of such material by the SUPPLIER is done for HUESECKEN. If the reserved material is processed together with other objects which are not HUESECKEN's property, HUESECKEN acquires co-ownership of the new product in proportion of the value of HUESECKEN's material (purchase price plus VAT) to the other processed objects at the time of processing.

14.3 If the material provided by HUESECKEN is inseparably combined or mixed with other objects which are not the property of HUESECKEN, HUESECKEN acquires co-ownership of the new product in the proportion of the value of its reserved goods (purchase price plus VAT) to the other combined or mixed objects at the time of combination or mixing.

14.4 If the combination or mixing is done in such a way that the SUPPLIER's objects are to be regarded as the main object, it is agreed that the SUPPLIER transfers co-ownership to HUESECKEN on a pro rata basis; the SUPPLIER stores and keeps the objects which are solely owned or co-owned by HUESECKEN on HUESECKEN's behalf.

14.5 The SUPPLIER bears the costs of maintenance and proper storage as well as the risk of damage to material provided by HUESECKEN, to the extent that the material has been handed over to the SUPPLIER. The SUPPLIER stores the material free of charge. Section 690 BGB does not apply.

14.6 Without the written consent of HUESECKEN, material may neither be scrapped nor made available to third parties nor used for purposes other than those agreed upon in the contract and is to be carefully stored by the SUPPLIER.

14.7 The SUPPLIER is obliged to mark material provided by HUESECKEN with a reference to HUESECKEN's ownership and to insure it at its own expense against fire, water and theft at replacement value. Upon request, the SUPPLIER will provide HUESECKEN with evidence of the existence of markings and the existence of appropriate insurance.

15 CONFIDENTIALITY

15.1 The SUPPLIER is obliged not to disclose to third parties any confidential information (including business secrets) which the SUPPLIER obtains in connection with a contract concluded with HUESECKEN and its performance. Confidential information in this context is information which is marked as confidential or the confidentiality of which results from the circumstances, irrespective of whether it has been communicated in written, electronic, embodied or oral form. This includes, in particular, information about the nature or composition of HUESECKEN's products. Information which is not considered confidential in the aforementioned sense is information which

- a) was obvious or known to the SUPPLIER at the time of transmission or has become so subsequently;
- b) has been made available to the SUPPLIER without any breach of law by a third party; or
- c) has been developed by the SUPPLIER without the use of confidential information.
- d) the SUPPLIER is obliged to disclose by law or by virtue of a final decision of an authority or court.

15.2 Should the SUPPLIER violate the obligations set forth in **sec. 15.1**, HUESECKEN is entitled, in addition to claims for injunctive relief and claims for damages to be specifically quantified, in particular to claims for a contractual penalty in an appropriate amount to be quantified by HUESECKEN and to be reviewed by the competent court in each individual case. The contractual penalty asserted in this form is to be set off against a possible further claim for damages, which is not excluded. The SUPPLIER is free to prove a lower amount of damages in each individual case in the event of a claim for payment of a lump-sum contractual penalty.

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16 WITHDRAWAL, TERMINATION

16.1 HUESECKEN is entitled, in addition to the statutory reasons and besides claiming damages, to withdraw from a contract concluded with the SUPPLIER or to terminate the contract extraordinarily if one of the following circumstances occurs:

- a)** The SUPPLIER's financial situation has materially deteriorated or threatens to do so. This is the case, among other factors,
 - (i)** if foreclosure proceedings are instituted against the SUPPLIER's assets and are not terminated within 4 weeks; or
 - (ii)** the SUPPLIER is over-indebted or insolvent within the meaning of the German Insolvency Code (Insolvenzordnung, InsO) or such a situation threatens to occur; or
 - (iii)** if insolvency proceedings have been initiated, the initiation of insolvency proceedings has been applied for, the initiation of insolvency proceedings has been rejected for lack of assets.
- b)** The SUPPLIER, if it is a natural person, dies or is placed under guardianship.
- c)** Invoice amounts due are repeatedly not paid in full despite reminders.
- d)** The SUPPLIER is guilty of culpable breach of a material contractual obligation.
- e)** There is a change in the SUPPLIER's majority shareholder or significant control over the SUPPLIER.
- f)** The SUPPLIER is unable to fulfill its delivery obligation under the contract due to lack of economic capacity. The SUPPLIER's inability to perform is assumed if Euler Hermes Forderungsmanagement Deutschland GmbH rates the SUPPLIER's creditworthiness as "high risk" (rating level 7) or worse.

16.2 Contracts of indefinite term and contracts with a term of more than one year may be terminated by HUESECKEN with a notice period of three months.

16.3 These GT&CP do not affect the right of both parties to terminate the contract without notice.

17 OFFSETTING AND ASSIGNMENT BY THE SUPPLIER; SUBCONTRACTORS

17.1 The SUPPLIER may only set off against claims of HUESECKEN counterclaims which are acknowledged, undisputed, ready for decision or which have been finally determined by a court of law in connection with the contractually relevant sale.

17.2 The SUPPLIER is not entitled without HUESECKEN's written consent to assign or collect from third parties any claims to which it is entitled under the business relationship with HUESECKEN.

17.3 The SUPPLIER may not use one or more subcontractors to fulfill an order or any part of an order without HUESECKEN's prior written consent.

18 BIDDING CONSIDERING ENERGY EFFICIENCY AND ENVIRONMENTAL SUSTAINABILITY

One of HUESECKEN's basic requirements for SUPPLIERS and other service providers is environmentally sound and energy efficient production. The SUPPLIER is hereby informed that energy efficiency and the environmental sustainability is a decisive criterion for HUESECKEN when selecting products and services. Therefore, HUESECKEN would like to ask its suppliers and service providers to pay special attention to energy efficiency when preparing their offers.

GENERAL TERMS AND CONDITIONS OF PURCHASE

of Huesecken Wire GmbH, Nimmertal 120, 58119 Hagen, Germany
(hereinafter also referred to as "HUESECKEN")

19 DATA PROTECTION

The processing of personal data of employees of the Supplier is carried out in accordance with Art. 6 para. 1 lit. b) and f) GDPR for the processing and settlement of business transactions already concluded and of the current business, for the initiation of new contracts or for similar business contacts, which serve to protect the legitimate interests of HUESECKEN.

20 PLACE OF PERFORMANCE, PLACE OF JURISDICTION, CHOICE OF LAW, FINAL PROVISIONS

20.1 The place of performance for the SUPPLIER's delivery obligations is the place of receipt or use as specified by HUESECKEN. The place of performance for HUESECKEN's payment obligations is the registered office of HUESECKEN.

20.2 The law of the Federal Republic of Germany applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

20.3 The place of jurisdiction for all disputes arising from the business relationship between HUESECKEN and the SUPPLIER is the registered office of HUESECKEN. HUESECKEN is furthermore entitled to file a claim against the SUPPLIER at its general place of jurisdiction, at its option.

20.4 If any of the foregoing provisions is or becomes invalid or unenforceable, the remaining provisions are not affected thereby. In place of the invalid or unenforceable provision, a provision is deemed to have been agreed which, within the framework of what is legally possible, comes as close as possible to what was intended by the contracting parties in accordance with the original meaning and purpose of the invalid or unenforceable provision. The same applies to any loopholes.

20.5 The language of the contract is German.