

## General Terms and Conditions of Purchase

The following terms and conditions of purchase shall apply to all current and future transactions, agreements and negotiations with business partners from whom ROS GmbH ("ROS") receives deliveries or services. Such business partners shall be referred to hereinafter as the "supplier". These general terms and conditions of purchase shall only apply to dealings with "entrepreneurs", as defined in Section 14 of the German Civil Code (BGB).

### **I. Order / Confirmation**

1. Any agreements made between ROS and the supplier for the execution of a contract must be recorded in writing – at least in text form – in the respective contract. Any verbal orders – or verbal additions and amendments to orders – shall only be binding if they are confirmed by ROS in writing or text form. Any correspondence or necessary verbal enquiries must be coordinated with the ROS purchasing department. Any individual agreements made with the supplier (including any side agreements, additions and amendments) shall take precedence over these general terms and conditions of purchase in each case. Subject to evidence to the contrary, the content of such agreements shall be determined by declarations made in writing or text form.
2. These general terms and conditions of purchase shall apply exclusively; ROS shall not acknowledge any conflicting or deviating terms and conditions of the supplier. These general terms and conditions of purchase shall also apply if ROS unreservedly accepts deliveries despite being fully aware of the supplier's conflicting or deviating conditions.
3. In addition to these general terms and conditions of purchase, the health and safety regulations of ROS shall apply insofar as they go beyond the statutory provisions. The health and safety regulations of ROS may be requested by the supplier if necessary.

### **II. Delivery and Service Obligations**

1. All deliveries and services must be provided in accordance with the current, generally recognised state of the art and designed in a way that ensures they can be used as contractually agreed. All deliveries and services must comply with the regulations applicable in the country of manufacture and the country of destination at the time they are provided.
2. The supplier must execute the deliveries and services according to the specifications, drawings, calculations and other technical documents provided by ROS as the basis for the order. Any technical documents that have to be created by the supplier to ensure the proper execution of the order must be submitted promptly enough for ROS to implement any changes as it sees fit.
3. If the supplier has any concerns about the proposed nature of the order, the quality of materials, components or other specifications supplied by ROS or the services of other companies, the supplier must immediately inform ROS in writing or text form; however, ROS shall remain responsible for the details, instructions or materials it provides.
4. Any changes to the agreed deliveries and services requested by ROS shall be implemented by the supplier to the technically possible extent. Before any such changes are implemented, an agreement must be made regarding any cost increases or reductions.
5. If a delivery includes items that require official approval as individual parts or due to their specific arrangement within the overall system, the supplier shall be obliged to obtain the relevant approvals at its own expense. The same applies to the overall system, unless ROS is responsible for obtaining approval in accordance with statutory or official regulations. In such cases, the supplier must provide ROS, at its own expense, with the correct number of official documents required to request approval. The supplier must provide ROS with a written confirmation upon request to state that the delivered goods comply with the provisions of the "Electrical Installations and Equipment" accident prevention regulation (DGUV Regulation 3).

6. If a delivery includes software and the associated documentation, ROS shall be entitled to use it with the agreed features to the extent permitted by law and to the extent necessary to facilitate the contractually agreed use of the product. ROS may also create back-ups without the need for an explicit agreement.

### **III. Delivery and Service Deadlines**

1. The delivery date or schedule agreed with ROS in the order shall be binding. A delivery or service may only be provided earlier than agreed with the prior consent of ROS.
2. If it becomes apparent that a delivery or service will be delayed, the supplier must immediately notify ROS in writing and ask for a decision regarding the next steps to be taken.
3. If the supplier defaults on performance, ROS may assert its legal claims. If a reasonable grace period expires without the desired effect, ROS shall be particularly entitled to cancel the order and claim compensation instead of receiving the order. This shall have no bearing on the clause stipulated in Section III.4.
4. If the supplier defaults on performance, ROS may (in addition to its further statutory claims) charge a contractual penalty amounting to 0.2% of the order value per working day (Monday to Friday), but no more than 5% of the order value. ROS reserves the right to prove it has incurred greater damages. The supplier reserves the right to prove that ROS has incurred significantly less or no damage. If the supplier has paid a contractual penalty, this shall be deducted from the claims for damages asserted by ROS.

### **IV. Delivery**

1. Even after an order has been placed, ROS shall be entitled to specify the packaging, mode of transport, haulier and forwarding agents to be used by the supplier at its reasonable discretion in accordance with Section 315 BGB, provided the parties are yet to come to an agreement in this regard. If the supplier incurs additional costs as a result, ROS shall reimburse the additional costs if the supplier indicates this before executing the order, stating the difference in costs.
2. Unless otherwise agreed, the supplier shall be responsible for transporting and unloading the goods within ROS' premises.
3. The freight forwarders shall be prohibited from taking out insurance on behalf of ROS to cover any damage to the goods during transport and delivery.

### **V. Documentation**

1. The documentation for the delivered goods must be supplied, at the latest, when the goods are delivered, unless an earlier delivery date is agreed.
2. The documentation for the delivered goods shall form part of the order and shall be included in the purchase price.
3. An up-to-date accident prevention sheet and fully completed safety data sheets, as stipulated in DIN EN ISO/ASTM 52900, must be submitted promptly in advance.

### **VI. Inspection and Acceptance / Transfer of Risk**

1. If a formal inspection and acceptance procedure is agreed, acceptance shall only be granted if the goods or services are fully provided by the supplier without any defects and all contractually required documents are supplied (e.g. permits, drawings, operating manuals). If goods or services are only affected by minor defects, this shall not prevent them from being accepted.
2. The acceptance procedure shall be documented by means of a report signed by ROS and the supplier. Once the report has been signed, the goods and services shall be formally approved by ROS.

3. When the goods or services are approved and accepted by ROS or an authorised representative at the contractually agreed place of delivery, provided no formal inspection and acceptance procedure has been agreed, the risk of material damage shall be transferred to ROS.

#### **VII. Ownership / Confidentiality**

1. ROS shall retain ownership of any resources it provides to the supplier, such as models, samples, production facilities, tools, measuring and testing equipment, drawings, plant specifications, print templates and similar items. The supplier shall take care of such items with the due care of a diligent businessperson, mark them as the property of ROS and use them for the purpose of providing goods or services to ROS. The supplier shall insure such items against fire, water damage and theft at its own expense; the insurance shall cover the replacement value of such items. At the same time, the supplier hereby assigns to ROS all compensation claims under the insurance policy; ROS hereby accepts the assignment.
2. If ROS provides the supplier with parts, ROS shall retain ownership of such parts. The supplier shall look after the parts for ROS. Any processing or remodelling carried out by the supplier shall be performed for ROS. If the parts are processed or mixed with other objects, ROS shall acquire ownership of the new item in the ratio of the value of the part belonging to ROS (purchase price plus value added tax) to value of the other processed objects at the time of processing.
3. The supplier must maintain secrecy with regard to any illustrations, drawings, calculations and other information or documents it receives, including any digital files. This confidentiality obligation shall continue to apply after the contract has ended. It shall only expire if the knowledge contained in the documents becomes available to the general public.

#### **VIII. Claims for Defects and Recourse Against the Supplier**

1. ROS shall immediately check delivered goods for any deviations in quantity and quality; a complaint shall be deemed punctual if it is received by the supplier within 3-4 working days of receipt or, in the case of latent defects, within 3-4 working days of their discovery.
2. ROS may fully assert its statutory claims for defects; in each case, ROS may decide whether to ask the supplier to rectify the defect or deliver a new item. ROS explicitly reserves the right to claim compensation, especially instead of receiving the order.
3. If the supplier does not start rectifying the defect immediately after ROS requests such, ROS shall be entitled to rectify the defect itself or have this done by third parties at the supplier's expense in urgent cases, particularly in the case of imminent danger or to avoid greater damage. However, ROS may only assert this right if it informs the supplier that the case is urgent, as defined in the preceding sentence, when requesting the rectification of the defect.
4. Any claims for defects shall expire after 36 months from the transfer of risk. If the supplier fulfils its obligation to rectify the issue by delivering a replacement within the limitation period, the limitation period for the goods delivered as a replacement shall start afresh after they have been delivered, unless the supplier explicitly and legitimately states that the replacement is only being delivered as a token of goodwill, to avoid disputes or in the interest of continuing the supply relationship.
5. ROS may fully assert statutory recourse claims within the supply chain (recourse against the supplier in accordance with Sections 445a, 445b, 478 BGB) in addition to claims for defects. ROS shall be particularly entitled to ask the supplier to rectify the issue exactly as demanded by ROS' customer in each case (repair or replacement). This shall not restrict ROS' right to choose its own rectification measures (Section 439 (1) BGB).
6. Before acknowledging or honouring a claim for defects asserted by a customer (including the reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB), ROS shall notify the supplier, briefly presenting the facts of the matter and requesting a written statement. If the supplier

does not make a substantiated statement within a reasonable period and no amicable solution can be found, the claim for defects owed by ROS to its customer shall be the claim that has actually been granted by ROS. In such cases, the supplier shall be responsible for providing evidence to the contrary.

7. ROS shall still be entitled to claims arising from recourse against the supplier if the defective goods have been processed by ROS or another entrepreneur (e.g. integrated in another product).

#### **IX. Defects in Title / Property Rights / Minimum Wage**

1. The supplier shall guarantee that no third-party rights within the Federal Republic of Germany are violated in conjunction with its delivery.
2. If ROS is sued by a third party due to the violation of its rights in conjunction with the delivery, the supplier shall be obliged to indemnify ROS against such claims upon first request, unless the supplier is not responsible for the violation. If the supplier is obliged to indemnify ROS, the latter shall not be entitled to make any agreements with the third party without the supplier's consent; in particular, ROS shall not be entitled to unilaterally agree to any settlements.
3. Any claims due to defects in title shall expire after 36 months.
4. If the supplier and/or its subcontractors fall under the scope of the German Act Regulating a General Minimum Wage (MiLoG) and the supplier and/or its subcontractors provide work or services to ROS, the supplier must ensure compliance with the currently applicable provisions of the MiLoG. In addition, the supplier must ensure that all subcontractors comply with such requirements and that they have confirmed this in writing. The supplier agrees to confirm compliance with the MiLoG whenever requested by ROS, submitting suitable written evidence to prove the minimum wage is being paid (documents under Section 17 MiLoG). The supplier must also request and check the relevant evidence from its subcontractors. The contractor shall, upon first request, indemnify ROS against any claims resulting from the former's failure to comply with the MiLoG or the failure of its subcontractors. In such cases, the right to indemnity shall apply from the moment claims are asserted against ROS. The supplier shall be liable for any damages incurred by ROS due to the former's failure to comply with the MiLoG or the failure of its subcontractors.

#### **X. Product Liability / Recalls**

1. If a delivery or service provided by the supplier causes damage to a product, and if the supplier can be held responsible, the supplier shall be obliged to indemnify ROS against any third-party claims for damages upon first request, provided the supplier is personally liable in relation to third parties.
2. As part of its liability for damages under Section X.1, the supplier shall also be obliged to compensate ROS for any expenses incurred from or in connection with a product recall carried out by ROS pursuant to Sections 683, 670 BGB or Sections 830, 840, 426 BGB.
3. ROS reserves the right to assert further statutory claims.

#### **XI. Prices**

1. The price indicated in the order shall be binding. Unless otherwise agreed in writing, the price shall include free delivery and packaging. Unless otherwise requested by ROS, the supplier shall be obliged to take away packaging free of charge.
2. If no agreement has been made, all prices shall be delivered duty paid (DDP: Incoterms 2020) including packaging. Value added tax shall not be included.

#### **XII. Order Number / Supplier Number / Item Number**

1. All order confirmations, shipping documents, invoices and other documents for each purchased part or service, including any documents sent via email, must include the full order numbers provided by ROS,

as well as the supplier number, the material and drawing number and the quantity of materials. Each package contained in the delivery must include the name of the delivered item(s), as specified by ROS.

2. If the information specified in Section XII.1 is missing, ROS reserves the right to invoice the supplier for any costs or to reject deliveries and invoices. The goods shall then be returned to the supplier at its own expense and risk.

### **XIII. Invoices / Payments**

1. In addition to the information specified in Section XII.1, all invoices must contain a verifiable list of the deliveries and services provided and must be sent in duplicate to ROS' address. The value added tax must be indicated separately.
2. All payments shall be made within 21 days with a 3% discount for early payment or within 30 days in full, unless special agreements are made in specific orders.
3. Even if payment is made, this shall not necessarily mean that ROS accepts the deliveries and services as contractually compliant.
4. The assignment and pledging of contractual claims shall only be legally effective with the prior written consent of ROS. However, ROS shall not refuse its consent without good reason.
5. ROS shall acknowledge the supplier's retention of title to the delivered items until the purchase price has been paid in full. However, the supplier may not assert an extended or prolonged retention of title.

### **XIV. Quality Management / Production and Product Approval**

1. The supplier must constantly check the quality of its own services and those of its subcontractors in accordance with ISO 9001 or a similar quality assurance standard. The supplier must take suitable measures to ensure the quality of the materials and preliminary products required to manufacture the delivered items.
2. The supplier must keep records of when, how and by whom the delivered items have been checked in the manufacturing process and the results of the required quality assurance tests. The test documents must be kept for 10 years and submitted to ROS upon request. The supplier must impose the same obligations on its subcontractors and vicarious agents.
3. If no agreement has been made regarding the nature and scope of testing and the test equipment and methods, ROS shall be willing to discuss the testing procedure with the supplier at the latter's request, in order to determine the required testing technology to the best of its knowledge and according to its experience and capabilities.

### **XV. Place of Performance**

1. The place of performance for the obligations of the supplier shall be the place where the contractually agreed goods or services are to be delivered or provided. The place of performance for the obligations of ROS shall always be Gescher.

### **XVI. Other Provisions**

1. If individual clauses in these general terms and conditions of purchase prove to be invalid, this shall have no bearing on the effectiveness of the remaining provisions.
2. If the supplier is a "merchant", as defined in the German Commercial Code (HGB), or a legal person under public law or a special fund under public law, the registered office of ROS shall be the sole – and international – place of jurisdiction for any disputes arising from the contractual relationship. In each case, however, ROS shall also be entitled to take legal action at the place of performance of the delivery obligation, as indicated in these general terms and conditions of purchase, or at the supplier's general

place of jurisdiction. This shall have no bearing on the prioritisation of certain statutory provisions, particularly those relating to exclusive competences.

3. All legal relationships between ROS and the supplier shall be subject exclusively to the laws of the Federal Republic of Germany. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.