

General Terms and Conditions of Purchase

1 Subject matter of the contract and scope of application

1.1 The following General Terms and Conditions of Purchase (GTCP) shall apply to all present and future business relations between Zippel GmbH (here-in-after simply referred to as "Zippel") and the contractor. These Terms and Conditions of Purchase shall apply exclusively.

1.2 The GPC shall only apply if the contractor is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

1.3 Zippel does not recognize terms and conditions that conflict with or deviate from these Terms and Conditions of Purchase unless Zippel has expressly agreed to their validity in writing in advance. Deviating general terms and conditions used by the contractor shall not become part of the contract, even if Zippel does not expressly object to them. If Zippel accepts the delivery or service without express objection, it cannot be inferred from this, that Zippel has accepted the contractor's terms of contract.

1.4 These terms and conditions shall also apply to all future transactions between Zippel and the contractor, even if no express reference is made to these terms and conditions of purchase in individual cases.

1.5 Individual agreements made with the contractor in individual cases shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or Zippel's written confirmation shall be decisive for the content of such agreements.

1.6 Should any provision of these terms and conditions or any part of the further agreements made be or become invalid, the remainder of the contract shall remain valid. The contracting parties are obligated to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of economic success.

2 Offer, order and order documents

2.1 The preparation of the offer for Zippel is free of charge. The contractor shall point out any deviations to Zippel in the offer.

2.2 Only written or form-based orders are effective. Telephone orders may only be placed by authorized persons (employees of the purchasing and work preparation departments). In the event of changes to the authorized persons, you will receive written notification. The last written notification in terms of date shall apply.

2.3 If the contractor does not accept the order within 7 days of receipt of the order by means of a written order confirmation, Zippel shall be entitled to revoke the order without the contractor being entitled to any claims for damages as a result. A delayed acceptance shall be deemed a new offer and requires acceptance by Zippel.

2.4 If the order or purchase order is not confirmed but is executed, Zippel's terms and conditions of purchase shall be deemed tacitly accepted. If the order is executed, even with reference to rejection of Zippel's terms and conditions of purchase, the execution of the order shall be deemed as acceptance of Zippel's terms and conditions of purchase.

2.5 By accepting the order, the contractor acknowledges that he has sufficiently informed himself about the type of execution and scope of performance by inspecting the available documents. In the event of obvious errors, spelling mistakes and miscalculations in the documents etc. submitted by Zippel, Zippel shall not be liable. The contractor is obligated to notify us immediately of such errors so that our order can be corrected accordingly. This applies mutatis mutandis in the event that documents are missing.

2.6 Delivery contracts are concluded when the contractor confirms Zippel's order or signs and returns the sent contract (or order). Delivery contracts and delivery call-offs as well as their amendments and supplements must be in writing.

2.7 Delivery schedules shall become binding if the contractor has not objected to them within 7 days after receipt.

3 Prices and Remuneration

3.1 The price stated in the order shall be binding. All prices are exclusive of the statutory value added tax.

3.2 The agreed prices are fixed prices and exclude any subsequent claims, in particular due to any wage and material price increases or changes in labor regulations or other charges of any kind. All ancillary costs such as customs duties, insurance premiums, packaging costs and the like shall be borne by the contractor unless expressly agreed otherwise in the contract.

3.3 The contractor shall bear the costs for freight and packaging, including the additional costs for express or expedited shipments, which become necessary for reasons for which the contractor is responsible.

3.4 Deviations in quantity and quality compared to the text and content of our order, as well as subsequent changes to the contract, shall not be deemed agreed until Zippel has expressly confirmed them in writing. The effects, in particular with regard to additional or reduced costs, are to be settled by mutual agreement.

3.5 Invoices can only be processed if they indicate the order number shown in our order in accordance with our specifications; the contractor shall be solely responsible for all consequences arising from non-compliance with this obligation, unless it can prove that it is not responsible for such consequences. The contractor is aware that orders which do not comply with the specifications of Zippel GmbH will be returned unprocessed.

3.6 Value added tax shall be shown separately on the invoice.

3.7 Payment shall be made after receipt of the invoice within 14 working days with a 2% discount or, unless otherwise agreed in writing, within 60 calendar days met by means of payment at Zippel's option. Payment periods are set in motion with the later of the following:

- (a) Delivery or acceptance of the service,
- (b) Receipt of the invoice, or
- (c) A delivery date specified in the order.

3.8 If a payment schedule has been agreed, payments shall be made upon receipt of a corresponding partial invoice in accordance with the dates and partial amounts agreed in the payment schedule. Prior to acceptance of the overall performance by Zippel or the end customer, all payments shall be made as account payments without recognition of the previous performance as performance. Invoicing of the final installment shall in any case only take place after acceptance of the performance.

3.9 In the case of bank transfers, payment shall be deemed to have been made on time if it has been instructed to the bank before expiry of the payment deadline. Zippel is not responsible for delays caused by the banks involved in the payment process.

3.10 Zippel does not owe interest on arrears. The statutory provisions shall apply to default in payment.

3.11 If Zippel makes payment prior to the transfer of risk, the transfer of ownership of the delivery item shall be deemed agreed, unless Zippel has requested and received security in the amount of the payment.

3.12 In the event of performance not in accordance with the contract, in particular defective delivery, Zippel is entitled to withhold payment proportionately in terms of value until proper performance, without this entitling the contractor to claim damages or default interest and without loss of rebates, discounts or similar payment benefits.

4 Assignment and Set-Off

4.1 Zippel shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law.

4.2 Unless otherwise agreed, the contractor is not entitled to assign its claims to third parties or have them collected by third parties. If, contrary to sentence 1, the claim against Zippel is assigned without its consent, the assignment shall nevertheless be effective. Zippel may choose to make payment to the contractor or the third party with discharging effect.

5 Service Content, Execution and Changes

5.1 The service content results from the respective individual order. Documents, reports, ideas, drafts, models, samples and all other results arising during the performance of the service are part of the performance of the order.

5.2 The contractor shall perform its services with the utmost care in compliance with the latest state of science and technology, the safety regulations of the authorities and professional associations (of the Federal Republic of Germany), in particular in compliance with DIN or ISO certification regulations, insofar as these relate to its part of the service, as well as with its own

existing knowledge and experience or gained during the contract work. The contractor guarantees compliance with the statutory regulations, the agreed technical specifications and other requirements.

5.3 The contractor shall prepare drawings, data and other documentation in accordance with the requirements, regulations and guidelines of Zippel as well as its customers without claiming additional costs. In the event of ambiguities, the contractor is obligated to obtain all information necessary for the fulfillment of the order from Zippel prior to the start of work. This applies in particular to the IT systems, programs and specifications of Zippel's end customer to be used.

5.4 At the request of Zippel, the contractor shall provide all necessary information about the composition of the delivery item, insofar as this is necessary for the fulfillment of official requirements as well as the respective valid legal provisions in Germany and abroad.

5.5 Zippel is entitled, as long as the contractor has not yet fully fulfilled its obligations, to demand changes to the order with regard to design, execution, quantity and delivery time within the scope of reasonableness. In this context, the effects (e.g., additional or reduced costs, delivery dates) are to be settled by mutual agreement in an appropriate manner.

5.6 The contractor is obligated to immediately notify Zippel in writing of any concerns regarding the manner of execution of the delivery/service and to propose changes (if necessary, also to Zippel's product itself) that it deems necessary in order to meet the agreed specification or legal requirements.

5.7 All parts in contact with media and water shall be manufactured exclusively in stainless steel or in a material with appropriate corrosion protection. In the event of a use other than stainless steel, the contractor shall explicitly inform Zippel of this in the order confirmation. Zippel reserves the right to cancel the order if other materials are used.

6 Performance Deadlines, Delay and Exclusion of the Performance Obligation

6.1 Agreed dates and deadlines are binding. Decisive for compliance with the delivery date or delivery deadline is the handover of the complete contractual performance (i.e., the complete contractual item including documentation) to Zippel or the receipt of the delivery item by the recipient designated by Zippel. If delivery "free domicile" or "free place of use" has not been agreed, the contractor shall make the performance available for transport or shipment, observing the usual time.

6.2 If the contractor fails to meet the delivery date, Zippel shall be entitled, at its own discretion and without setting a further grace period, to demand subsequent delivery, damages in lieu of performance due to non-performance or performance not as owed, or to withdraw from the order. In the event of a delay in delivery, a contractual penalty of 0.5% of the order value per commenced week of delay, limited to a maximum of 5% of the agreed remuneration, is agreed. The assertion of further rights shall remain unaffected. The penalty for delay shall be set off against any damage caused by delay actually incurred and asserted. The right to demand payment of the contractual penalty shall not be forfeited by unconditional acceptance of the delayed delivery.

6.3 As soon as it becomes apparent that the agreed interim or final deadlines will not be met, the contractor is obliged to inform Zippel immediately. The statutory rights of Zippel are not affected by this notification. Zippel also reserves the right to claim damages for delay.

6.4 Early deliveries and partial deliveries may only be made with our written consent. Invoices for early deliveries will not be accepted and will be returned immediately.

7 Force Majeure

7.1 Force majeure, in particular operational disruptions, transport delays, labor disputes, material shortages or import and export restrictions as well as epidemics and pandemics and other unforeseeable, unavoidable and serious events shall mutually cause the suspension of the contractual partners' obligation to perform for the duration of the disruption. The contractual partners shall be obligated to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

7.2 In the event that performance obligations are suspended for a period of more than two weeks due to force majeure, Zippel shall be entitled to terminate the contractual relationship with immediate effect. In this case, the contractor may demand reimbursement of its proven expenses incurred in reliance on the continuation of the contractual relationship until the contractual obligations were suspended.

8 Ownership and Safekeeping, Provision

8.1 Zippel reserves all property rights and copyrights to all illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without the express consent of Zippel. They are to be used exclusively for production on the basis of the order and are to be returned to Zippel without request or destroyed after completion of the order. They must be kept secret from third parties.

8.2 Ownership of auxiliary models, tools, patterns, molds, etc. (hereinafter referred to as "tools"), which are required for the performance of the contractual service, shall pass to Zippel upon creation. Tools are thus to be treated as provisions by Zippel. Zippel has the right, at its own discretion, to demand delivery of the tools or to have the tools scrapped by the contractor, free of charge for Zippel. The scrapping of tools requires written consent.

8.3 Provided tools shall remain the property of Zippel and shall be separately stored, designated and carefully managed by the contractor free of charge. Their use is only permitted for the underlying order. In the event of a reduction in value or loss, the contractor shall provide compensation and take out insurance for this purpose at its own expense. This shall also apply to the charged provision of order-related material.

8.4 Processing and transformation of the material shall be carried out for Zippel, so that Zippel shall be deemed the manufacturer. The contractor shall store the new or transformed item free of charge for Zippel with the diligence of a prudent businessman. Retention of title by the contractor to the result of performance in any form is hereby excluded.

8.5 The contractor shall mark confidential documents as the property of Zippel and store them separately. Upon Zippel's request, the contractor shall disclose all confidential documents and items to without request and without delay to Zippel or destroy them. Rights of retention are excluded. before
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9. Subcontracting

The subcontracting of orders to third parties is only permitted with the written consent of Zippel. In the event that the contractor violates this, Zippel is entitled to terminate the contract with immediate effect. In this case, the contractor is not entitled to assert claims for compensation in any form.

10 Place of Performance, Transfer of Risk and Acceptance

10.1 The place of performance for the services and deliveries as well as any subsequent performance under the respective individual contract shall be the head office in Neutraubling, unless another place of performance is specified in the individual contract.

10.2 The contractor shall bear the risk of accidental loss or deterioration of the goods until they are handed over at the place of performance. This risk shall pass to Zippel upon delivery of the goods to Zippel or to the recipient designated by Zippel.

10.3 Each delivery must be accompanied by a delivery bill in accordance with Zippel's specifications. If the delivery bill is missing or incomplete, Zippel shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to Zippel separately from the delivery bill.

10.4 If the scope of the order includes installation or assembly of the delivery item as an ancillary service, formal acceptance is required. It can only take place after a successfully completed test phase. Otherwise, the delivery item shall be deemed to have been accepted no later than 6 weeks after commissioning, provided that no defects preventing acceptance are asserted by Zippel during this period.

10.5 If, however, the contractor's order performance is integrated into an overall performance by Zippel vis-à-vis its end customer, acceptance of the contractor's performance shall only take place upon acceptance of the overall Zippel performance by the end customer, without the need for an express declaration. Payments shall in no case signify acceptance of the delivery item. The transfer of risk occurs with the acceptance of the contractual performance.

11 Secrecy

11.1 The contractor undertakes to treat as a trade secret all commercial and technical details which are not in the public domain and which become known to him as a result of the business relationship and to protect them against unauthorized inspection, loss or use. Drawings, models, templates, samples and similar items provided by us or produced at our expense remain the property of Zippel and may not be made accessible or provided to unauthorized third parties without written permission. The reproduction of such items is only permitted within the scope of operational requirements and copyright regulations. After completion of the work, the documents provided to the contractor shall be handed over to Zippel without being asked to do so or shall be safely destroyed in consultation with Zippel. The contractor shall not retain or store any copies, duplicates, etc., unless it is obligated to do so by law. Subject to further rights, Zippel may demand surrender as soon as the contractor violates its obligations.

11.2 Employees and subcontractors shall be obligated accordingly.

11.3 Unless other provisions are made in the order, this confidentiality obligation shall continue to exist for 5 years after delivery and/or performance.

11.4 The contractor may only advertise this business relationship with the written consent of Zippel.

12 Warranty

12.1 The statutory provisions shall apply to the rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the contractor, unless otherwise stipulated below.

12.2 Zippel may, at its own discretion, assert the statutory warranty claims. In the event of rectification or replacement delivery, the contractor is obligated to rectify the defects immediately free destination at its own expense or to provide the service again. He shall bear all costs incurred in connection with the rectification or replacement, including necessary travel expenses. Any claims for damages shall remain reserved.

12.3 In urgent cases, e.g., in case of imminent danger or in cases in which Zippel's own performance obligations require immediate rectification or the contractor refuses to rectify the defect quickly, Zippel may carry out the rectification itself or have it carried out by third parties, without setting a deadline, at the contractor's expense.

12.4 Otherwise, in the event of a material defect or defect of title, Zippel shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, Zippel shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

13. Limitation Period

If the limitation period for material defect claims is not agreed separately, the contractor warrants that its contractual services will remain free of defects for a period of 24 months from acceptance of the overall service by Zippel or its end customer, but in any case, no longer than 36 months from handover of the overall service. The limitation period for

material defect claims shall apply irrespective of the operational period of use. Defects must be reported immediately by Zippel as soon as they are detected in the ordinary course of business. Notification of defects shall interrupt the period of limitation for claims for material defects with regard to the defective delivery part until the defect has been completely remedied. Defects of title shall become time-barred according to the statutory limitation period.

14 Liability

14.1 If a claim is made against Zippel on the basis of strict liability under non-mandatory law vis-à-vis third parties, the contractor shall assume liability vis-à-vis Zippel to the extent that it would also be directly liable. For the compensation of damages between Zippel and the contractor, the principles of § 254 BGB shall apply accordingly.

14.2 In all other respects, the contractor shall be liable within the scope of the statutory provisions.

15 Industrial property rights

15.1 The contractor shall be liable for claims arising from the infringement of granted and registered property rights in the event of contractual use of the supplies and services. The contractor shall indemnify Zippel and its customers against all claims arising from the infringement of such property rights. This

shall not apply insofar as the contractor works according to drawings, models, data, etc. provided by Zippel and does not know or, in connection with services provided by it, does not need to know that property rights are thereby infringed.

13.2 In the event of an infringement, Zippel is entitled to obtain the necessary permission for delivery, commissioning, use, resale, etc. of the delivery item from the owner of such property rights at the expense of the contractor. Any further claim for damages on the part of Zippel remains unaffected.

16 Withdrawal

16.1 If the contractor ceases payments or if insolvency proceedings are filed against its assets or if judicial or extrajudicial composition proceedings are filed, Zippel shall be entitled to withdraw from the contract. If no withdrawal takes place, Zippel may retain an amount of at least 10% of the remuneration as security for the contractual claims until the expiry of the contractual limitation period for the defect claims.

16.2 The declaration of withdrawal must be in writing. In such a case, Zippel shall be entitled to pay compensation for the value instead of returning or surrendering the services received to date. The amount of the compensation for value shall be based on the value of the services rendered at the time of the declaration of termination. In such a case, the contractor shall submit a detailed list of costs.

17 Choice of Law and Place of Jurisdiction

17.1 The exclusive place of jurisdiction, if permitted by law, shall be Regensburg. These GPC shall be governed by German law.

16.2 In addition, the laws of the Federal Republic of Germany shall apply exclusively, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

Zippel GmbH (as of March 2021)