

# General Terms and Conditions of Purchase

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## Section 1: Scope

1. These Terms and Conditions of Purchase apply to entrepreneurs, legal entities under public law and special assets under public law.

2. All deliveries, services and offers from our suppliers are exclusively based on these General Conditions of Purchase. They also apply for all future deliveries, services or offers to the customer even if they have not been separately agreed again.

3. Terms and conditions of business from our suppliers or third parties will not be applicable, even if we do not contradict them separately in each individual case. Even if we refer to a letter which contains the supplier's or a third party's terms and conditions of business or refers to suchlike, this does not denote agreement with the validity of these terms and conditions of business.

## Section 2: General provisions

1. The parties to the contract will confirm separate oral agreements in writing without delay. In as far as these Terms and Conditions of Purchase plan or require the written form, the text form (§ 126b BGB [German Civil Code]) suffices for ensuring the written form requirement.

2. Should individual parts of these Terms and Conditions of Purchase be or become invalid, this will not influence the remaining provisions.

3. RIBE is entitled to terminate the agreement for good cause without notice. Good cause is deemed to exist in particular if, after conclusion of the contract, it becomes apparent that our delivery claims substantiated under the contract are endangered by the supplier's lack of ability to perform and the supplier, despite being requested to do so, fails to credibly insure its ability to perform within a reasonable period of time. Statutory termination and withdrawal rights remain unaffected.

## Section 3: Orders and commissions

1. Orders must be placed in writing. If the supplier does not accept our order within 14 days of receipt, we are entitled to revoke it.

2. Delivery call-offs become binding at the latest if the supplier does not object to them within three working days of receipt.

3. If the order confirmation deviates from the order, RIBE is only obliged if RIBE has agreed to the deviation in writing.

4. We can demand changes to the delivery item and/or delivery dates unless this would be unreasonable for the supplier. Here, the effects, in particular with regard to higher and lower costs as well as the delivery dates must be ruled appropriately by mutual consent.

## Section 4: Delivery period

1. The decisive delivery period specified by us in the order or in accordance with these General Terms and Conditions of Purchase (delivery date or period of delivery) is binding. Early deliveries are not permissible.

2. The supplier is bound to inform us in writing without delay if circumstances occur or become recognisable which lead to inability to adhere to the delivery period.

3. In case of delays in delivery, we are entitled, following prior written notice to the supplier, to demand a contractual penalty to the order of 0.5 %, maximum 5.00 %, of the respective order value for each started week of the delay in delivery. The contractual penalty must be set off against the damages caused by delay to be compensated to the supplier.

4. In case of a delay in delivery, we are entitled without restrictions to the statutory claims, whereby we can only enforce the right to withdraw or claims for damages in lieu of the performance following expiry of a reasonable period of grace.

5. In as far as binding delivery dates and periods of delivery cannot be adhered to for reasons for which the supplier is not responsible (non-availability of the services), the supplier must inform us of this without delay and at the same time inform us of new delivery dates or periods. If the performance is also not available within a reasonable new period of delivery, we are entitled to withdraw from the contract in-part or in full.

## Section 5: Transfer of risk and dispatch

1. In as far as not ruled differently in the respective orders, deliveries are made DDP Schwabach, Germany or the contractually agreed place of receipt according to the Incoterms 2020.

2. The risk of accidental loss and accidental deterioration of the goods pass to us upon delivery at the place of performance. In as far as an approval is agreed, this is decisive for the transfer of risk. Also in case of an approval, the statutory provisions of contracts for work and labour apply accordingly. If acceptance is delayed, this is deemed equivalent to handover or approval.

3. The quantity, weight and dimension values determined by our goods entry checking are decisive subject to other proof.

4. The goods must be packaged correctly.

5. The delivery must incorporate a delivery note, specifying the date (issue and shipment), contents of the delivery (article numbers and quantity) as well as our order code (date and number). If the delivery note is missing or incomplete, we are not held responsible for consequential delays in processing and payment. A corresponding dispatch note with the same contents must be sent to us separately from the delivery note.

6. Acceptance or approval, also by third parties commissioned by RIBE, is always given under the reservation of all rights, in particular from faulty or late delivery. If acceptance or approval is hindered or significantly impeded due to circumstances of force majeure, RIBE is entitled to delay the acceptance or approval for the duration of these circumstances.

7. The supplier must take back transport packaging, outer packaging and reusable packaging free of charge.

## Section 6: Prices and invoices

1. The price specified in the order is binding. All prices include statutory value-added tax unless this is shown separately.

2. If not individually agreed differently, the price includes all the supplier's services and

additional services (e.g. assembly and installation) as well as all additional costs (e.g. correct packaging, transport costs including any transport and liability insurance).

3. Our order numbers, the article numbers, delivery quantity and delivery address must be specified in all invoices. If one or more of these details be missing and its processing by use within the course of our normal business transactions be delayed as a result, the payment deadlines stipulated in Section 7 are extended by the period of delay. Copies of invoices must be marked as duplicates.

## Section 7: Payment

1. Payment is made after invoice and goods receipt within 14 days with a deduction of 3.00% discount or 30 days net.

2. Offset and retention rights as well as pleas of non-performance of the contract are available to us to the extent permitted by law. In particular, we are entitled to retain due payments as long as we still have open claims for incomplete or faulty services against the supplier.

3. The supplier only has offset or retention rights due to legally determined or undisputed counterclaims.

3. Payments do not indicate any recognition of deliveries or services as in accordance with the contract.

4. If requested by RIBE, the principal must collateralise advance payments by RIBE by providing a down payment guarantee.

## Section 8: Liability for defects

1. Unless stipulated to the contrary below, the statutory provisions apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper installation, faulty installation, manuals or operating instructions) and in the event of other breaches of duty by the supplier.

2. The goods must meet the agreed specifications and at least the mandatory legal requirements and state-of-the-art technology, which must be assumed if the supplier is aware of the intended purpose. The point in time of passing of risk is decisive for the condition of the goods in accordance with the contract.

3. The statutory provisions (§§ 377, 381 HGB [German Commercial Code]) apply to the commercial duty to examine and give notice of defects with the following proviso: Our duty to examine is restricted to faults which can evidently be recognised during our superficial examination of incoming goods including the delivery documents (e.g. transport damages, incorrect and short delivery) or via our quality control using a random testing process. In as far as acceptance has been agreed, there is no obligation to inspect. Moreover, it is dependent on the extent to which the examination is feasible in the ordinary course of business whilst taking the circumstances of the specific case into consideration. Our obligation to notify defects discovered later remains unaffected. Notwithstanding our duty to examine, our complaint (notification of defects) is in any case deemed prompt and timely if transmitted within seven working days of its discovery, in case of clear defects as of delivery.

4. If the principal himself is not the manufacturer of the products he delivers, he will examine the goods completely himself for defects of material and title.

5. For his deliveries, the supplier adheres to the respective legally valid regulations of the European Union (EU) and the Federal Republic of Germany. This is valid, for example – in as far as it is pertinent – for the REACH Regulation (EC Regulation no. 1907/2006), the German Electrical and Electronic Equipment Act, (ElektroG), the German Electrical and Electronic Equipment - Materials Regulation (ElektroStoffV) and the German End-of-life Vehicle Regulations (AltfahrzeugV) as German implementations of the EU Directives 2011/65/EU (RoHS 2), 2012/19/EU (WEEE Directive) as well as EU Directive 2000/53/EC.

The supplier will inform us of any relevant changes to the goods, delivery capacity, potential application or quality caused by legal regulations, in particular by the REACH Regulation, without delay and coordinate suitable measures with us in isolated cases. This also applies as soon as and in as far as the supplier recognises that such changes will occur.

6. Notwithstanding our legal rights, the following applies: If the supplier does not fulfil his obligation of subsequent performance - at our discretion either by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If subsequent performance by the supplier fails or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the threat of occurrence of disproportionate damage), no deadline need be set; we will inform the supplier of such circumstances without delay, if possible in advance.

7. The mutual claims of the parties to the contract become statute-barred in accordance with the statutory requirements in as far as nothing else is agreed. As opposed to Section 438 para. 1 no. 3 BGB [German Civil Code] or Section 634a para. 1 no. 3 BGB, the general period of limitation for claims arising from defects is 36 months from the transfer of risk. In as far as acceptance has been agreed, the period of limitation commences with the approval. The general period of limitation is also accordingly valid for claims arising from defects of title, whereby the legal period of limitation for material surrender claims from third parties (Section 438 para. 1 no. 1 BGB [German Civil Code]) remains unaffected; moreover, claims from defects of title do not expire under any circumstances as long as the third party can still assert them against us, in particular in the absence of limitation. The periods of limitation from purchasing law including the above extension are valid to the statutory extent for all claims for defects arising from the contract. In as far as we are also entitled to non-contractual claims due to a defect, the normal legal period of limitation (Sections 195, 199 BGB [German Civil Code]) are deemed valid if the application of the periods of limitation for purchasing law does not lead to a longer period of limitation in isolated cases.

8. The expenses necessary for the purpose of examination and subsequent performance are also borne by the supplier if it crystallises that

there was actually no defect. Our compensation liability in case of unwarranted requests to rectify defects remains unaffected, in this respect however we are only liable if we have recognised or grossly negligently have not recognised that no defect existed.

## Section 9: Recourse against suppliers

1. In addition to our claims for defects, we are entitled to our legally determined unlimited claims for recourse within a supply chain (Recourse against suppliers according to Sections 445a, 445b, 478 BGB [German Civil Code]). In particular, we are entitled to demand precisely the type of subsequent performance (correction or replacement delivery) from the supplier which we owe our customer in isolated cases. Our statutory right to choose (Section 439 para. 1 BGB [German Civil Code]) is not restricted by this.

2. Before we recognise or fulfil a claim arising from defects (including reimbursement of expenses according to Sections 445a para. 1, 439 para. 2 and 3 BGB [German Civil Code]), we will inform the supplier and request a written statement with a brief portrayal of the facts of the case. If no substantiated statement follows within a reasonable period and also no mutual solution is found, the claim arising from defects actually guaranteed by us as owed to our customer. In this case, the supplier is responsible to furnish counterproof.

3. Our claims from recourse against suppliers are also valid if the defective goods have been further processed by us or by a different entrepreneur, e.g. installed in a different product.

## Section 10: Product liability

1. The supplier is responsible for all claims asserted by third parties for injuries to persons or damages to property which can be attributed to a defective product delivered by him and is obliged to release us from the liability resulting from this. If we are bound to carry out a product recall from third parties due to a product delivered by a supplier being defective, the supplier bears all the costs in conjunction with the product recall.

2. Figure 1 is valid accordingly in as far as product defects are to be attributed to deliveries or services from the principal's pre-suppliers or subcontractors.

3. The principal must insure himself sufficiently, however at least to the order of 10,000,000.00 euros against product liability risks including product recalls and to furnish proof of this to RIBE upon request at all times.

## Section 11: Passing on orders to third parties

Orders may not be passed on to third parties without RIBE's written agreement and entitles RIBE to withdraw or withdraw in-part from the contract and to demand compensation.

## Section 12: Patent rights

1. According to Figure 2, the supplier guarantees that products delivered by him do not contravene any third parties' patent rights in the countries of the European Union, Switzerland, Turkey, Great Britain and - in as far as notified to the supplier - other countries where he manufactures the product or has it manufactured.

2. The supplier is obliged to release us from all claims which third parties stake against us due to the injury of trade patent rights named in Figure 1 and to reimburse us all necessary expenses incurred in connection with this claim. This is not valid in as far as the supplier proves that he is neither responsible for the contraction of patent rights nor ought to have been aware of them when applying commercial care at the point in time of the delivery.

## Section 13: Customs and tax law regulations

1. Proof of origin required according to statutory provisions or requested by us will be provided by the supplier with all the necessary specifications and correctly signed without delay. The supplier will inform us without delay and unsolicited in writing if the specifications in the original proof for the goods supplied are no longer pertinent.

2. The same applies to statutory turnover tax proof for foreign and inter-community deliveries.

3. The supplier will inform us without delay if a delivery is fully or in-part subject to export restrictions according to German or other law.

4. The supplier is obliged to inform us of any approval duties and restrictions in case of (re-) exports of his goods according to German, European, US export and customs regulations as well as the export and customs regulations in the country of origin of his goods in his business documents and to provide the following information for goods subject to approval in good time prior to initial delivery:

- Goods description
- Static goods number (HS code),
- Trade-policy place of origin of its goods and their components including the technology and software
- All applicable export list numbers including the export control classification number according to the U.S. Commerce Control List (ECCN)
- Requirement of an export approval

5. Upon request, the supplier is obliged to inform us in writing of all the further foreign trade data regarding his goods and their components. Furthermore, the supplier must inform us without delay in writing (before the delivery of goods affected by this) of all changes to the above data.

## Section 14: Adherence to statutory regulations

1. In connection with the contractual relationship, the supplier is bound to adhere to the respective decisive statutory provisions for him. This concerns, in particular, anti-corruption and money laundering laws as well as antitrust rules, labour and environmental legislation.

2. The supplier will ensure that the products he supplies meet all the decisive requirements for placement on the market within the European Union and the European Economic Area. He must prove us conformity upon request by presenting appropriate documents.

3. The supplier will make reasonable efforts to ensure adherence by his sub-suppliers to the obligations concerning suppliers incorporated in this ruling.

## Section 15: Protection of ownership

1. We reserve the ownership or copyright for orders and commissions submitted by us as well as for drawings, illustrations, calculations, descriptions and further documents provided to the supplier. The supplier may neither provide third parties access to them nor use them via third parties or reproduce them without our express agreement. He must return these documents to us in-full upon our request, if they are no longer required for ordinary business activities or if negotiations do not result in the conclusion of a contract. Copies of these made by the supplier must be destroyed in this case; only retention within the scope of statutory retention duties and the storage of data for backup purposes within the scope of normal data storage are excluded from this.

2. Tools and models provided by us to the supplier or manufactured for contractual purposes and charged to us extra by the supplier remain in our possession or become our property. The supplier will mark them as our property, store them carefully, secure them reasonably against all types of damages and use them exclusively for contractual purposes. Their upkeep and repair costs are borne by the parties to the contract – if not otherwise agreed – with equal shares. However, in as far as these costs are attributed to defects in items manufactured by the supplier or incorrect use by the supplier, his employees or other vicarious agents, they must be borne alone by the supplier. The supplier will inform us of all not insignificant damages to these tools and models without delay. Upon request, he is obliged to hand them over to us if he no longer requires them for the fulfilment of contracts concluded with us.

3. Retention of title by the supplier is only valid in as far as they relate to our payment obligation for the respective products for which the supplier reserves ownership. In particular, extended or prolonged retention of title is non-permissible.

4. The processing, mixing or connection (further processing) of items provided by the supplier is done for us. The same applies to the further processing of the goods by us so that we are effectively the manufacturer and at the latest gain product ownership according to the statutory provisions with further processing.

## Section 16: Confidentiality

1. The supplier is obliged to keep the terms of the order as well as all the information and documents provided to him for this purpose (with the exception of information open to the general public) for a period of 5 years after conclusion of the contract and only to use it for carrying out the order. Following dealing with inquiries or processing orders, he will return them to us upon request.

2. The supplier may not draw attention to the business connection in advertising material, brochures, etc. and not exhibit delivery items without our prior written agreement.

3. The supplier will bind his sub-suppliers in accordance with this ruling.

## Section 17: Supplementary provisions

In as far as rulings are missing in these General Terms and Conditions of Purchase, the statutory regulations apply.

## Section 18: Final provisions

1. The laws of the Federal Republic of Germany applies for these General Terms and Conditions of Purchase and the contractual relationship between us and the supplier, excluding the UN Sales Convention and Private International Law.

2. The exclusive - also international competent court of jurisdiction for all disputes arising from this contractual relationship is our registered office in Schwabach, Germany. However, RIBE is also entitled to take legal action at the place of performance of the supply obligation in accordance with these General Terms and Conditions of Purchase or a prioritised individual agreement or at the supplier's place of general jurisdiction. Priority statutory provisions, in particular regarding exclusive competences, remain unaffected.

3. Should any provision be or become ineffective or unenforceable in total or in-part, this will not affect the validity of the remaining provisions. This also applies if and to the extent which a gap becomes apparent in this contract. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision should apply which, as far as legally possible, corresponds to the meaning and purpose of the invalid or unenforceable provision or the presumed intention of the parties, if they had considered this item.

4. These provisions are drawn up in German and English; in case of variances, the German version will take precedence.