

## General Terms and Conditions of Purchase of Husemann & Hücking Profile GmbH („H&H“)

### § 1 Scope of application, form

1. These General Terms and Conditions of Purchase (GTCP) shall apply exclusively to all contractual relationships between H&H and our suppliers; this shall also apply to future business and contracts with the supplier, unless otherwise agreed. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if the supplier refers to its general terms and conditions in the order confirmation and we do not expressly object to them. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order shall take precedence over the respective deviating provisions in the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
2. The GPC shall apply in particular to contracts for the purchase and/or delivery of movable goods (“Goods”), irrespective of whether the Supplier manufactures the Goods itself or purchases them from subcontractors (§§ 433, 650 of the German Civil Code - “BGB”). Unless otherwise agreed, the GTCP shall apply in the version valid at the time of H&H's order or in any case in the version last communicated to the Supplier in text form. If there is a framework agreement between us and the Supplier, these GTCP shall apply both to the framework agreement and to any individual orders placed, without us having to refer to them or their validity in each individual case.
3. Legally relevant declarations and notifications of the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing. Written form within the meaning of these GTCP includes, unless otherwise specified in individual provisions, written and text form (e.g. letter, e-mail). Statutory formal requirements and the requirement for further evidence, in particular in the event of doubt as to the legitimacy of the declaring party, shall remain unaffected.

4. We and the supplier are aware that electronic and unencrypted communication (e.g. by e-mail) is subject to security risks. In the case of this type of communication, neither we nor the supplier will therefore assert claims based on the lack of encryption, unless or to the extent that encryption has been agreed in advance.

### § 2 Contract initiation, conclusion of contract and offer documents

1. Offers and cost estimates of the supplier are binding and shall not be remunerated unless expressly agreed otherwise. Unless expressly agreed otherwise in individual cases, we shall not assume any costs and shall not pay any remuneration for visits, planning and other preliminary services provided by the supplier.
2. Only orders placed in writing are binding. Orders placed verbally or by telephone are only binding after our written confirmation. The same applies to ancillary agreements and amendments to the contract.
3. Orders shall only be binding on us if they are confirmed in writing by the supplier within 14 days of dispatch of the order, stating a binding delivery date, unless otherwise agreed in individual cases. Delivery call-offs within the framework of order and call-off planning shall become binding if the supplier does not object within three working days of receipt of the call-off.
4. Delayed acceptance shall be deemed a new offer and requires our acceptance.
5. Deviations in quantity and quality from the text and content of the order and subsequent amendments to the contract shall only be deemed to have been agreed if we have expressly confirmed them in writing. Acceptance without objection of goods or delivery items deviating in quantity or quality from the order does not constitute agreement with the deviations.
6. Within the scope of what is reasonable, we may also subsequently demand changes to the delivery date and the delivery item, taking into account the lead times required by the supplier for material procurement and production. In the event of such a change, the effects on both sides, in particular with regard to additional and reduced costs, as well

as the delivery dates, shall be taken into account appropriately.

7. If we have informed the supplier of the intended use of the deliveries or services or if the intended use is recognizable for the supplier even without express reference, the supplier is obliged to inform us immediately if his deliveries or services are not suitable for fulfilling this intended use with sufficient certainty.
8. The supplier is obliged to notify us immediately in writing of any changes in the type of composition of the processed material or the design compared to similar deliveries or services provided to date and to explain them in detail. Changes of this kind require our written consent. Without such consent, changed deliveries and services of the supplier in the above sense shall be deemed defective.
9. We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract, unless there is a statutory or other legal obligation to retain them. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory regulations on the protection of confidentiality (e.g. in accordance with the German Trade Secrets Act) shall remain unaffected.
10. The above provisions shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects which we provide to the supplier for production. Such items shall - as long as they are not processed - be stored separately at the supplier's expense and insured to an appropriate extent against destruction and loss.

### § 3 Prices and terms of payment

1. The prices last stated by us in our order or in the order correspondence shall be binding. If no prices are stated, the supplier's list prices known at the time of our order shall apply with the customary deductions.
2. All prices include all services and ancillary services of the supplier which are necessary to produce the owed condition of the delivery items (e.g.

assembly, installation). The prices are exclusive of statutory VAT and include all ancillary costs within the meaning of the "DDP" delivery clause (as defined by the Incoterms applicable at the time of conclusion of the contract), including proper packaging, whereby we have the right to determine the type of packaging, the means of transport, the transport route and the transport insurance.

3. If early deliveries are accepted, the due date of the payment owed shall be based on the agreed delivery date. If the invoiced goods arrive at a later date than the invoice, the date of receipt of the goods shall be deemed to be the invoice date. Insofar as the supplier has to provide test reports, quality documents, documentation or other documents, the completeness of the deliveries/services also presupposes the receipt of these documents.
4. Unless otherwise agreed, payments shall be made at our discretion either within 14 days of receipt of the invoice with a 3% discount or net within 45 days of receipt of the invoice; payments for primary materials shall generally be made net on the 30th of the month following delivery; however, the period shall not commence before complete performance by the supplier.
5. Invoices are to be sent to us when the goods are dispatched, but separately from them. The order number and date must be stated on each invoice. Invoices must comply with the applicable statutory provisions in every respect. Invoices that are not properly issued shall be deemed not to have been issued. The invoicing address is: Husemann & Hücking Profile GmbH, Zollhausstraße 20, 58640 Iserlohn, Deutschland.
6. If a VAT-exempt delivery or service comes into consideration, the supplier is obliged to provide the necessary evidence or to cooperate in its provision. For deliveries within the European Union, the supplier must provide its VAT ID number, prove its entrepreneurial status and cooperate in providing the accounting and documentary proof of export.
7. In the event of defective delivery, we shall be entitled to withhold payment in proportion to the value until proper fulfillment. We shall remain entitled without restriction to declare offsetting with counterclaims in accordance with applicable law or to assert rights of retention with regard to claims of the supplier, also due to incomplete or defective services. Payments made shall not constitute recognition of the delivery or service as being in accordance with the contract.

8. The supplier shall only have a right of set-off or retention on the basis of legally established or undisputed counterclaims.
9. Without our prior written consent - which may not be unreasonably withheld - the supplier is not entitled to assign its claims against us or to have them collected by third parties. This shall not apply to assignment to banks, factoring companies and the like in the ordinary course of business.

#### **§ 4 Delivery time and delay in delivery**

1. The delivery times stated by us are binding. Decisive for compliance with the delivery date or delivery period is the receipt of the goods at the place of receipt or use specified by us.
2. If the supplier realizes that an agreed delivery time cannot or probably cannot be met for any reason whatsoever, he must inform us of this immediately in writing, stating the reasons and the expected duration of the delay.
3. The supplier may only invoke the absence of necessary documents to be supplied by us if he has sent a timely written reminder for the documents and has not received them within a reasonable period of time.
4. If the agreed delivery time is not complied with, we shall be entitled to withdraw from the contract after expiry of a reasonable grace period set by us, without prejudice to further statutory claims. If the supplier is responsible for the delay, we may, at our discretion, demand compensation for the damage caused to us by the delay or, after expiry of the above-mentioned period, compensation instead of performance or reimbursement of wasted expenditure. Without prejudice to further statutory claims, we may demand lump-sum compensation for our damage caused by delay in the amount of 0.5% of the net order value per calendar week or part thereof, but not more than 5% of the net order value of the goods delivered late in total. We reserve the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.
5. Force majeure, labor disputes or other unavoidable and unforeseeable events within the supplier's sphere of risk shall only release the supplier from its performance obligations for the duration of the disruption and to the extent of its effect.

The supplier is obliged, within reasonable limits, to immediately provide the information necessary for further measures and decisions on our part (in particular with regard to our existing delivery or performance obligations) and to adapt its obligations to the changed circumstances in good faith. We shall be released from the obligation to accept the ordered delivery/service in whole or in part and shall be entitled to withdraw from the contract if the delivery/service is no longer economically viable for us due to the delay caused by such circumstances, taking into account economic aspects.

6. The supplier shall notify us immediately by e-mail of any known or expected delay, stating the expected duration of the delay, the reason for the delay and the nature and extent of the measures taken to overcome the delay.
7. In the event of delivery earlier than agreed, we reserve the right to return the goods at the supplier's expense. If no return shipment is made in the event of early delivery, the goods shall be stored by us at the supplier's expense and risk until the agreed delivery time.
8. If a certain quantity is not accepted within the agreed period and we are not responsible for this delay, we will not accept the charging of storage costs or the invoicing of the outstanding quantity.

#### **§ 5 Delivery, transfer of risk and packaging**

1. All deliveries shall be made (DDP Werk Husemann & Hücking Profile GmbH plant in accordance with the INCOTERMS valid at the time of the order) and to the named place of delivery.

Postal address: Husemann & Hücking Profile GmbH, Zollhausstraße 20, 58640 Iserlohn, Deutschland.

General cargo/express goods and truck delivery: Zollhausstraße 20, 58640 Iserlohn, Deutschland.

General cargo/express goods and truck delivery: Mendener Str. 51, 53840 Troisdorf, Deutschland

Unless otherwise expressly agreed in individual cases, delivery of materials by truck is only possible from Monday to Thursday (except on public holidays in the federal state of North Rhine-Westphalia) 6:00 a.m. to 6:00 p.m., on Fridays only by prior arrangement.

2. The quantities delivered may not exceed or fall short of the call-offs by more than 10%, unless there is a written request to the contrary. In principle, all deviations from the above regulation must be reported to and approved by our work preparation department when the goods are dispatched.

3. We only accept partial deliveries after express agreement. In the case of agreed partial deliveries, the remaining quantity must be listed on the delivery bill. In the case of excess deliveries that exceed the customary amount, we reserve the right to return the excess goods at the supplier's expense.
4. Partial deliveries or remaining deliveries must be marked as such in the shipping documents. The supplier shall bear the additional costs for partial deliveries not agreed or not accepted. The supplier shall likewise be liable for all costs incurred by us as a result of non-compliance with the above provisions or as a result of defective or incorrect addressing.
5. Each delivery must be notified to us on the day of departure by means of a delivery note. Order numbers, request numbers, receiving department and other notes requested in the order must be stated in the dispatch notes, consignment notes and parcel labels. The goods must be accompanied by a single copy of the delivery bill, which, in addition to the exact description of the scope of the delivery according to article, type and quantity, etc., must our exact order details (including the information required in accordance with the above Clauses 3 and 4 of this § 5). If the supplier fails to issue or send these documents, delays in processing are unavoidable, for which we shall not be responsible.
6. The supplier must provide all evidence (e.g. certificates of origin) that we require in order to obtain customs and/or other benefits. If the origin of the goods deviates from the supplier's declaration available to us, the change must be indicated on the delivery bill and the invoice, stating the country of origin. The transfer of risk shall take place upon handover at the delivery address specified by us.
7. The deliveries must be properly and correctly packed and labeled in accordance with our shipping instructions. Invoiced packaging, insofar as it is reusable, shall be credited at the full invoiced value on return. The credit note must always be submitted in a single copy, stating the invoice with which the debit was made.

## § 6 Material defects and defects of title

1. All goods delivered by the supplier and all services rendered by him must comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities,

professional associations and trade associations. Generally internationally recognized standards such as DIN, ISO, VDI, VDE must be complied with. Products and materials used in our products must in particular comply with the EU End-of-Life Vehicles Directive 2000/53/EC. If deviations from these regulations are necessary in individual cases, the supplier must obtain our written consent.

2. The supplier recognizes the quality assurance regulations of Husemann & Hücking Profile GmbH, which can be found at [www.husemannhuecking.de](http://www.husemannhuecking.de) in their current version.
3. If the supplier has reservations about the type of execution of the Goods requested by us and/or our order, he must inform us of this immediately in writing.
4. Acceptance of delivery shall always be subject to quantity and quality control.
5. The statutory provisions (§§ 377, 381 HGB or, if applicable, Art. 39, 40 of the UN Sales Convention for the International Sale of Goods – CISG) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection in the course of an external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during our quality control in the sampling procedure (without destruction or opening of the delivery item and its inner packaging). If an acceptance has been stipulated, there is no obligation within the meaning of these regulations or § 377 HGB or Art. 39/40 CISG. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later, remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within ten working days of discovery or, in the case of obvious defects, of delivery.
6. In the event of a defect, we shall be entitled to the full statutory rights, whereby the place of warranty shall be the specified place of use; we shall be entitled to demand from the supplier, at our discretion, either rectification of defects or replacement deliveries. If the supplier does not fulfill his obligation to subsequent performance in accordance with the option exercised by us within a reasonable period



of time, or if the subsequent performance fails, we are entitled to immediately assert our rights to reduction, withdrawal, compensation instead of performance or reimbursement of expenses. Subsequent performance shall be deemed to have failed if an attempt to remedy the defect or supply a replacement does not result in a defect-free delivery by the supplier. The supplier is obliged to bear all expenses (including dismantling and installation costs) necessary for the purpose of remedying the defect or making a replacement delivery. In addition, we are entitled to withhold payment in proportion to the value until proper fulfilment.

7. Subsequent performance shall also include the dismantling of the defective goods and reinstallation, provided that the goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (such as dismantling and installation costs) shall remain unaffected. Our liability for damages in the event of an unjustified request to remedy defects shall remain unaffected; in this respect, however, we shall only be liable if we had recognized or were grossly negligent in not recognizing that there was no defect.
8. Our claim to performance shall continue to exist until the written or judicial assertion of claims for damages instead of performance. If we withdraw from the contract due to the existence of a defect, the supplier shall also reimburse us for the contract costs incurred.
9. If the supplier is in default with the replacement delivery or with the rectification of defects, we shall be entitled to procure the replacement or rectify the defect ourselves or have it done by a third party at the supplier's expense. The same shall apply if urgency is required and the supplier cannot be reached in time or is not in a position to remedy the defect or procure a replacement in time. The supplier must be informed of this immediately.
10. Our claims for defects shall become time-barred in accordance with the statutory provisions. The warranty period for products that are usually inserted directly or after processing or treatment by us into a building or are firmly connected to such a building and/or a property is five years. However, the limitation period shall commence at the earliest two months after we have fulfilled any claims for defects by our customer due to the same defect in the item. This suspension of expiry shall end no later

than five years after delivery of the item to us. If the supplier inspects the existence of a defect or its rectification, the limitation period shall in any case be suspended (notwithstanding any other suspension) until the supplier notifies us of the result of the inspection, declares to us that the defect has been rectified or refuses to continue to rectify the defect. In particular, an inspection shall also be deemed to have taken place if the supplier initiates the inspection or forwards the delivery or samples thereof to a third party for inspection.

11. If the supplier fulfills its obligation of subsequent performance by making a replacement delivery, the limitation period for the goods delivered as a replacement shall begin to run anew after their delivery, unless the supplier has expressly and permissibly reserved the right to make the replacement delivery only as a gesture of goodwill or to avoid disputes.

#### **§ 7 Product liability, indemnification and liability insurance cover**

1. We do not recognize limitations of liability and exclusions of liability.
2. Insofar as the supplier is responsible for product damage, he shall be obliged to indemnify us against claims for damages by third parties upon first request if the cause lies within his sphere of control and/or organization and he himself is liable in the external relationship.
3. Within the scope of its liability for cases of damage within the meaning of clause 7.1, the supplier shall also be obliged to reimburse any expenses pursuant to §§ 683, 670 BGB and pursuant to §§ 830, 840, 426 BGB (or the corresponding provisions of the CISG, if applicable) which arise from or in connection with a recall action carried out by us. We must inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Other statutory claims remain unaffected.
4. The supplier undertakes to maintain product liability insurance with recall cost cover with a sum insured of at least EUR 5 million per personal injury/property damage - in full; if we are entitled to further claims for damages, these shall remain unaffected.
5. We shall be entitled to our statutory claims for expenses and recourse within a supply chain (supplier

recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB or the corresponding provisions of the CISG) in addition to the claims for defects without restriction. In particular, we are entitled to demand exactly the type of subsequent performance (rectification or replacement delivery) from the supplier that we owe our customer in the individual case; in the case of goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

6. Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a para. 1, 439 para. 2, 3, 6 sentence 2, 475 para. 4 BGB or the corresponding provisions of the CISG, if applicable), we shall notify the supplier and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually recognized by us shall be deemed to be owed to our customer. In this case, the supplier shall be responsible for providing evidence to the contrary.
7. Our claims arising from supplier recourse shall also apply if the defective goods have been combined with another product or processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

## **§ 8 Statute of limitations**

1. The reciprocal claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, notwithstanding the provisions applicable to warranty claims in the above § 6, unless otherwise stipulated below.
2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be three years from the transfer of risk. If acceptance has been stipulated, the limitation period shall commence upon acceptance. The three-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution (Section 438 (1) No. 1 BGB) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party can still assert rights or claims against us - in particular in the absence of a limitation period.
3. The limitation periods of sales law, including the

above extension, shall apply - to the extent permitted by law - to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

4. The limitation period for claims for defects shall be suspended as soon as our notification of defects is received by the supplier.

## **§ 9 Design protection and property rights**

1. Models, drawings, samples and the like which we make available to the supplier for the execution of an order shall remain our property and shall be returned to us upon completion of the order with notification.
2. The supplier shall be liable to us for ensuring that no rights of third parties are infringed in connection with his delivery, whereby the supplier is aware that we sell the end products worldwide.
3. If claims are asserted against us by a third party for this reason, the supplier shall be obliged to indemnify us against these claims upon first written request. We are not entitled to make any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier.
4. The supplier's obligation to indemnify also relates to all expenses necessarily incurred by us in connection with the claim by a third party; in particular the costs of reasonable legal defense.

## **§ 10 Retention of title and provision of materials**

1. The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. However, if in individual cases we accept an offer of the supplier for transfer of ownership conditional on payment of the purchase price, the supplier's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular extended and forwarded retention of title as well as ownership or co-ownership rights of the supplier arising from further processing.

2. Materials or parts provided by us shall remain our property. They may only be used within the scope of our order. The processing of the materials and the assembly of the parts by the supplier shall be carried out for us. If our materials and parts are combined, mixed or processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our materials and parts to the other processed items at the time of combination, mixing or processing. If the supplier's item is to be regarded as the main item, it is agreed that the supplier shall transfer co-ownership to us on a pro rata basis. Our sole ownership or co-ownership shall be kept safe for us by the supplier free of charge.

#### **§ 11 General provisions**

1. The supplier is not entitled to pass on the order to third parties without our prior consent.
2. We shall treat the supplier's personal data in accordance with the Federal Data Protection Act.
3. Unless expressly agreed otherwise, the place of performance for the delivery obligation shall be the delivery address or place of use requested by us. The place of performance for all other obligations of both parties is our registered office.
4. Our registered office shall be the exclusive place of jurisdiction. However, we are also entitled to sue the supplier at any other legal place of jurisdiction.
5. The contract is subject to the laws of the Federal Republic of Germany.
6. The supplier acknowledges that his personal data will be stored insofar as this is necessary for the processing of the order. The data protection provisions of Husemann & Hücking Profile GmbH, available on the Internet at [www.husemannhuecking.de](http://www.husemannhuecking.de). Reference is also made to § 1 No. 4 of these GPC.
7. Insofar as the supplier is not a contractor within the meaning of § 14 BGB (German Civil Code) in individual cases, the legal provisions applicable in his favor and intended for his protection shall remain unaffected.