

## **Purchase terms**

Our GENERAL PURCHASE TERMS are valid only for enterprise entities, legal entities of public law or with special statutory assets within the meaning of § 310 paragraph 1 sentence 1 of the Civil Code.

### **General information**

The following purchase terms are exclusively valid for all commissions and calls for deliveries placed by us. In case of a permanent business relation these terms are valid also for consequent deals, at which it is not explicitly referred to them, if sent to the contractor together with the previous commission placed. Different terms of sale of our contractor in its offers, commission confirmations and other records are not valid for us, although we do not explicitly counter them. Acknowledgement of different or additional terms of sale of our contractor does not result from an unconditional acceptance of the delivery or acceptance of performance or payment either. We are not committed with the different terms of sale of our contractor without our explicit written acknowledgement.

### **Commission letting**

Our written commissions are final. Other verbal agreements are not performed. Deviations are valid only if we confirm our agreement with them in writing.

We are eligible and/or persons authorized by us are eligible and/or our customer is eligible to enter the contractor's premises during commission implementation after actual notice during normal working hours for the purpose of a check of due implementation of the commission. To avert the possible risk we could enter the operating premises also without previous notice and out of the normal working hours. The contractor will provide us with the necessary documentation and devices necessary to be checked as requested, if possible and acceptable by the contractor regarding other operating requirements.

### **Prices**

The prices stated in our commission are fixed. Packaging is paid for only if the payment has been explicitly agreed on. The contractor must dispose the packaging at its own expenses as requested. We are eligible to reject and/or send the exceeded commissions back to the contractor at its expenses and risks.

### **Payments**

If not explicitly agreed in the commission, we provide payments after faultless and complete performance/delivery and receiving of an invoice according to our preference either by 60 days net or during 14 days with the discount of 3% by means of payment according to our preference. Time delays occurred by reason of incorrect and incomplete invoices do not affect the discount period.

We can charge for outstanding debts from the commission towards the contractor's debts. If the charging conditions have not been fulfilled yet, we are eligible to exercise the lien from other commissions to secure our due claims.

The basic for punctual payment in due time is for the commission to be implemented free of any complaints. Prompt preliminary provision of acceptance certificates, drawings or other documents etc. on behalf of the contractor is related.

If any partial payments have been agreed, it is necessary to identify these in the invoice and apply for them in writing 30 days before the due date.

### **Term of delivery**

The contractor must observe the agreed term of delivery.

As soon as the contractor recognizes the impossibility of full or partial satisfaction of the contractual duty in the agreed term, it must inform us about this fact immediately in writing explaining the reasons and proposing a new binding date of the delivery. Shall the contractor omit this notification it cannot refer to a constraint. If the contractor caused delay of delivery or performance and if by reason of special urgency we cannot inform the contractor about the defect and threatening loss and set the date for correction, we are eligible to rescind also without previous setting of the additional date. Other legitimate claims belonging to us remain unaffected. Besides that, in case of a delay of delivery or performance caused by the contractor threatening the agreed term of delivery, we have the right to require implementation of special actions at the contractor's cost, such as for example overtime work, special shifts, relocation.

In case of defects due to acts of God or other unforeseen, unusual and accidental circumstances, for example breakdown, strike, closure, defects of vehicles, authority intervention, difficulties with power supply and other accidental circumstances, the acceptance term extends in an appropriate range, if it inhibits satisfaction of the duty of delivery taking in time without our fault. If by the above listed reasons the acceptance is not possible or acceptable for us, we are eligible to back of the contract. If the acceptance period extends or if we back out of the contract, the contractor cannot raise any liability claims towards us.

### **Contractual penalty**

If the contractor is in delay, we are eligible to require a contractual penalty amounted 0.1% from the net value of the commission per every business day, maximally 5% from the net value of the commission. The contractual penalty can be applied with payment of the final invoice. The occurred penalty is added to the possibly filed liability compensation claims.

### **Quality assurance / compulsory inspections and claim duty**

The contractor will perform, maintain and at our request demonstrate an effective quality assurance. The contractor will use the DIN ISO 9000 and consequent quality assurance systems. We are eligible to review this quality assurance system ourselves or through an authorised third party.

The contractor commits to secure the quality during production and before delivery so that it would be possible to omit the receiving inspection at our place and/or at the recipient. Clear surface defects (clear defects) on the subject of delivery are an exception.

### **EU standards**

The contractor commits to perform the volume of commission and delivery according to valid legal European regulations. In addition to the appropriate standards it is especially necessary to adhere to the general health and safety requirements according to EU standards, 97/23/EC special guideline for pressure devices, 9/37/EC for machinery, 73/23/EEC for electrical equipment of low voltage, 89/336/EEC guideline of electromagnetic compatibility (electromagnetic endurance) and 89/655/EEC, the guideline of utilisation of working means, as amended, if transferred to national legislation, respectively to adhere directly to them in case of a lack of transfer to national legislation.

Based on regulations it is necessary to equip the subject of delivery with the CE label, also the EU compliance certificate must be provided with the delivery, operating instructions,

respectively the specified certificates. In addition to that it is necessary to provide the design sample testing certificate according to the above listed guidelines/laws.

### **Place of performance**

The place of performance of all rights and duties resulting from the delivery or operation is our acceptance of goods or the place of utilization specified in the commission or consequent correspondence (address).

### **Rights in case of defects/complaints**

The subject of delivery must show guaranteed and/or agreed on properties, it must provide guaranteed and /or agreed on performance and with its implementation and material it must correspond to the latest state of technology. It must not be burden with defects, which disturb or reduce the value or ability of normal use or the use assumed and announced in the commission.

If the contractor is provided with drawings, material or accessories, technical specifications, material quality information or given instructions for implementation, it is obliged to check their completeness, correctness and suitability for the required purpose. If the contractor does not present any objections during an acceptable period, we have in case of defects unlimited rights resulting from law and the contract.

At the moment of implementation all deliveries must correspond to valid legal and official regulations and decrees and also to German accident prevention regulations and environment protection requirements.

The contractor is obliged to immediately inform us about the measure defined according to § 8 GPSG (device and product safety act). In this case we can require from the contractor to rework, replace or take back the products, which have already been at our place, regardless of other statutory laws.

If not agreed otherwise in writing or if longer periods are valid by law, statutory and contractual rights to every defect, which occurs during 36 months from the delivery and acceptance, belong to us. We assume to our benefit that the defect, which occurred during the above stated period, existed during transfer of risks, respectively before the beginning of the term of prescription to our rights in case of defects.

The contractor abandons the objection towards later complaint on defects. In case of complaints on defects the term of prescription for our rights in case of defects extends of the period, which expires between the complaint on defect and its correction.

If the subject of delivery must be fully replaced, the term of prescription for the subject of delivery starts again. If only a part of the subject of delivery must be replaced, the term of prescription starts again only for this separate part. The term of prescription ends always at the latest after expiry of 48 months from the original delivery and acceptance.

The contractor commits to correct all defects and related losses occurred at the place/at the site free of charge, whereas the correction of defects must be carried out at the soonest after an announcement of the complaint on defect. If we cannot inform the contractor about the defect and threatening loss in case of the contractor's delay by reason of special urgency and set the date for own correction, we are eligible to secure the replacement according to our preference at the contractor's cost without previous setting of the alternative period, to correct the defect ourselves or to have it corrected by third party without restriction of our rights. If the contractor is in delay with correction of the defect, in urgent cases of the above stated nature we are eligible to rescind and apply for compensation instead of the

performance and without previous setting of alternative period. Filing of other legal claims remains reserved.

The claimed parts remain available to us free of charge without any restriction until the replacement delivery.

If we transported the defective subjects of delivery to other place within the due process of work before finding the defect, in case of an additional performance or return of the contract due to rescission the contractor bears the costs for transport, travelling, labour and material occurred additionally by transporting the goods to other place.

In other cases the contractor is liable without limits according to statutory regulations.

### **Drawings and patterns**

Drawings, patterns, details etc. that we provide or that have been made and paid according to our specifications remain, respectively have been our property and the offer presenter/contractor must not use them for other purposes or make copies. The offer presenter/contractor is liable for their loss or damage, respectively unauthorised use, especially it is forbidden to hand over and/or provide the information to third persons. In case of a breach we reserve to claim for compensation and cost. The above stated drawings, details etc. must be sent back at the latest by the date of the delivery without any special appeal.

### **Protective rights**

The contractor is obliged to relieve us of all claims, which can result from due breach of patents and other industrial rights, copyrights or other rights of third parties. Possible license fees are paid by the contractor.

### **Commercial secret**

The contractor is obliged to deal with our commissions and all the related commercial and technical details as with commercial secret. With no limits it is liable for all losses resulting from the due breach of the discretion duty.

### **Shipment regulations**

Shipment must be carried out explicitly to the address specified in the commission. We must have the duly filled in shipment documents available at the latest with delivery of the subjects of delivery otherwise we are obliged to reject the acceptance. The cost occurred on the basis of the delay during the acceptance will be charged to the contractor.

If not instructed otherwise in the commission, all observances related to shipment to the place of utilization, including packaging, are to the debit of the contractor. If we authorized the contractor with shipment of the commissioned goods, it must find a price acceptable way.

Insurance of the transport etc. are to the debit of the contractor.

Dangerous products must be packed, labelled and shipped by the contractor according to valid regulations. In addition to the class of risk also other information defined in appropriate shipment documents must be stated in the accompanying documents.

Shipment risk, especially the risk of accidental damage of the goods or accidental reduction of value of the goods transfers to us with delivery of the goods to our plant premises or to the agreed place of acceptance.

### **Billing**

For every delivery we shall receive an invoice. The maturity dates start on the date of the invoice delivery. The payment is affected on the basis of a correctness of the delivery or

subject of delivery. The payment means an acknowledgement of conditions and prices and in case of defects it does not affect our rights.

### **Receivables**

Receivables towards us can be assigned if we agree with it. We herewith generally accord the permission for such assignment, which are performed within extended reservation of ownership of our contractors at their subcontractors.

### **Work performance**

For assembly, maintenance and other work (e.g. design services) the following is valid:

When executing the work the contractor must adhere to the valid laws and official regulations of its trade unions, the health and safety regulations and valid provisions of the act of providing labor. The contractor is responsible and liable for all losses caused (including the ones caused accidentally), caused by authorized persons or labourers. The contractor will relieve us from the claims for compensation filed in connection with the contractually outstanding performance or delivery.

Additionally to this it is valid that employing and remuneration of employees is carried out adhering to all legal and tariff regulations such as in particular payments by law, social and health insurance, working hours, tariff wages and premium pays, paid time off, especially regular leave, holidays.

If the contractor authorizes a subcontractor, for which our previous written consent is required, the contractor must secure for the subcontractor's workers to be employed and remunerated also according to the above listed tariff and legal provisions, in particular the provisions of the act of providing labor. In connection with using the service of subcontractors we reserve the right for random inspections and review of appropriate contracts.

The contractor is liable for the delivered/provided ownership.

### **Reservation of ownership**

The material that we shall provide for execution of the commission remains our property and it is necessary to label it after its delivery to the contractor's site and to store it separately. It may be used explicitly for the expected production. The remaining material must be returned to us as soon as possible.

The contractor is liable for all losses occurred at the material provided for processing in full value, for which it is possible to purchase the material again. We keep other claims reserved. The contractor processes the material we provided for our commission exclusively for us that means we gain property of the product. Sections 947 and 948 of the Civil Code remain unaffected. The contractor must keep the products being our property or co-property for us free of charge.

The contractor must inform us immediately about threatening or executed attachment and about any other breach of our rights.

The contractor is obliged to ensure the material we provided against any common risks. The contractor must file a claim of damage of the material we provided towards the deliverer.

### **Notice of contract termination**

If we denounce the contract, the contractor shall receive a part of the agreed on price, which corresponds to the actually occurred and to us proved costs. In case of a partial denouncement the same principles are applied.

If we denounce the contract by reasons caused by the contractor, it is liable for losses occurred to us on the basis of this denouncement.

### **Transfer of rights and duties**

The contractor may not transfer rights and duties on the basis of this contract without our written consent. The stipulations according to paragraph XVI remain unaffected.

### **Court competence, legislation applied, Salvator Clause**

Essen is the exclusive place of the court competence.

For the legal relation between us and the contractor is exclusively applied the legislation of the Federal Republic of Germany as valid among German businessmen. Application of German international private law and agreement of the United Nations Organisation of contracts and international purchase of goods (CISG) is exclusively eliminated.

If one of the stipulations is or will be invalid or impracticable, other stipulations remain valid. Instead of the invalid or impracticable stipulation such stipulation, which in economic terms is the most approximate to the one intended by the parties, shall be valid.

### **Advertising**

This commission can be used for advertising (reference) purposes. To demonstrate the parts made for us by the contractor is possible on the basis of our written consent.

Situation as of: 01.02.2023

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