

General purchasing conditions

Vector Foiltec GmbH - Steinacker 3 - 28717 Bremen

As a buyer / customer, we conclude all contracts subject to sale of goods law including contracts for labour and materials (§650 BGB) and as a buyer / customer we conclude all contracts subject to labour contract law exclusively in accordance with our general terms and conditions of purchase as follows. These purchasing conditions therefore apply not only to contracts with suppliers subject to sale of goods law but also to the companies that carry out labour contracts. We do not recognise any conditions of the supplier / contractor that conflict with or deviate from our purchasing conditions unless we have given our consent to them expressly in writing in individual cases. If our order is confirmed by the supplier / contractor and deviates from our general purchasing conditions, our general purchasing conditions will still apply, even if we do not object to the deviating conditions of the supplier / contractor. If the supplier / contractor does not agree to this rule, he must point this out explicitly in a separate letter without delay. In this case, we reserve the right to cancel our order without having any claims asserted against us for this reason. In addition to these purchasing terms and conditions, we base the labour contracts we issue for construction work, which includes assembly work by the contractor / company on the building site, on the award and contract regulations for construction work VOB part B (general contractual terms for the execution of building work) in the version applicable at the time the order is placed. Our general purchasing conditions also apply to future purchasing and labour contracts in which we are the buyer / client, even if no explicit reference is made to them.

I. Quotations

- 1.) Quotations must be in writing and submitted free of charge. The costs of preparation (e.g. travel, drawing up plans) are at the expense of the supplier / contractor.
- 2.) Quotations must include the information required for us to process them, in particular our enquiry number and project reference, our material number and the name of the person responsible.
- 3.) The supplier must check the quotation in detail and is instructed to point out explicitly any deviations (from the enquiry documents). Without any reference to deviations that are disadvantageous to us, our order is considered to have been placed based on our unaltered enquiry documents, provided we have not recognised the deviations.

II. Orders

- 1.) Our orders and all agreements with us must be in writing, by fax or by email.
- 2.) Changes or additions to the order by the supplier (modifying acceptance) only become effective if they are confirmed immediately by the client / orderer in writing, by fax or by email

III. Order confirmation

- 1.) Unless otherwise agreed, each order must be confirmed by the supplier / contractor immediately but no later than within five working days by stating the name of the person responsible, the material number and the order number.
- 2.) Order confirmations must be sent to logistics@vector-foiltec.com.
- 3.) If we do not receive the order confirmation within the designated period, we are entitled to withdraw from the contract without the possibility of deriving any claims against us from this, regardless of the legal reasons.

IV. Prices

- 1.) The prices shown in our order are binding. They include the packaging, material certificates based on the applicable standard, a certificate of origin and other permits such as CE, CSA, UL marks and delivery based on the DDP delivery address, in accordance with Incoterms in their current valid version.
- 2.) Unless shown separately, the statutory VAT is included in the price.
- 3.) We reserve the right to return packaging material to the supplier / contractor at his expense.
- 4.) Invoices must include the delivery address, the name of the person responsible, the order number, our material number, the delivered quantity, the price and all the information required by the *UstG* (VAT act); as long as this is not the case, invoices are not due.
- 5.) Invoices must be sent to invoices@vector-foiltec.com.

V. Delivery, manufacturer's obligations

- 1.) The delivery time and quantity shown on our order are binding.
- 2.) The supplier / contractor is obliged to notify us immediately in writing, as soon as he realises that he is unable to meet the delivery time in whole or in part. If no new delivery time is then agreed, we are at least entitled to withdraw from the contract without the supplier / contractor being able to derive any claims from this against us. This also applies if the delay is based on official instructions, strikes and / or force majeure.
- 3.) If the supplier / contractor is behind schedule with the contractually agreed delivery, in particular a delivery free of defects, we can demand from the supplier / contractor a lump sum as compensation for damage caused by the delay in the event that the agreed final date is culpably exceeded in the amount of 1% of the agreed order value per week but no more than 5% of the agreed order value. If billing against actual measurements and a provisional order total has been agreed, this will be used as a basis. If interim deadlines have been agreed and a specific partial payment has been agreed on the order, in the event that the agreed interim deadline has been culpably exceeded, we are entitled to demand a lump sum as compensation for damage in the amount of 1% of the agreed order value per week but no more than 5% of the agreed order value. If billing against actual measurements and a provisional order total has been agreed, this will be used as a basis. The lump sum compensation for exceeding an interim deadline will be offset against the lump sum compensation due for exceeding a final deadline. The lump sum compensation is therefore limited under any circumstances to a maximum 5% of the order value to be used as a basis. However, we are entitled to provide evidence of greater damage and to assert a claim based on this evidence. We reserve the right to assert any further legal claims. The supplier / contractor has the right to provide evidence to us that we did not incur any damage or that it was significantly lower than the lump sum damage.

VI. Shipping

- 1.) The supplier / contractor is obliged to state clearly the delivery address, the order number, the material number and the person responsible on the shipping documents, delivery notes, bills of lading, parcel sections, stickers, etc.
- 2.) The material risk is only transferred to us upon receipt of the goods at the destination.

VII. Warranty / liability for material defects

- 1.) The supplier / contractor is responsible for ensuring that the delivered goods / labour are free of defects, and they comply with the statutory provisions and official regulations and contractual agreements that have been made.
- 2.) The warranty period (liability for defects) is agreed as five years from the transfer of risk. If the statutory warranty period or the one offered by the supplier / contractor or agreed with them in individual cases is longer, the longer period shall apply.
- 3.) Subject to visible defects, our legal obligations to inspect the goods and report defects immediately are waived. The supplier / contractor is obliged to subject the goods to thorough quality control before delivery. With regard to this, our reports of defects will be in a timely manner at least if they are made within two weeks of discovering the defect.

- 4.) By way of supplementary performance, we can at our discretion demand that the supplier / contractor rectifies the defect, including any damage caused as a result of the defect or delivery of a defect-free item. The supplier / contractor is obliged to bear any costs required for the purpose of providing supplementary performance. The claims and rights to which we are legally entitled in the case of defects remain unaffected. In the case of a new delivery, the guarantee period begins anew. The same applies to the rectification of the item, insofar as the rectified item has the same defect or the rectification work is carried out inadequately.
- 5.) In a case of particular urgency or if the supplier / contractor is in default with the guarantee, we are entitled to eliminate the defect ourselves or have it eliminated. A particular need for urgency exists especially if there is a threat of production downtime, a loss of service, a delay in commissioning or a contractual penalty. The costs of guarantee work arranged by us shall be at the expense of the supplier / contractor.

VIII. Liability

- 1.) The liability of the supplier / contractor is based otherwise at least on the statutory provisions. If liability claims are asserted against us, the supplier / contractor is obliged to indemnify us from these claims to the extent that their cause is located in his area of control and organisation and he would be liable himself in the event of a direct legal relationship with the injured party.
- 2.) In regard to this, the supplier / contractor undertakes to maintain liability insurance with a suitable amount of coverage. This does not affect any further claims for damages to which we are entitled.
- 3.) The supplier / contractor undertakes to comply with minimum wage regulations within the meaning of the Minimum Wage Act (*Mindestlohngesetz*) and regulations that apply to him with regard to minimum acceptable conditions at the workplace and confirms this to the buyer / customer upon request as well as without being requested with an invoice, in particular a final invoice. Any invoice from the supplier / contractor that does not include this confirmation is not due. The buyer / customer is entitled at any time to have a person who is bound by professional confidentiality (auditor or tax consultant) inspect the business documents of the supplier / contractor, in order to verify the compliance of the supplier / contractor with these obligations. This regulation applies accordingly to the obligations of the supplier / contractor with regard to paid leave and social security contributions. Compliance with the above obligations of the supplier / contractor is an essential contractual obligation.

IX. Retention of title, confidentiality

- 1.) We accept retention of title by the supplier / contractor if and to the extent that this is expressly agreed outside the general terms and conditions.
- 2.) All the documents (e.g. drawings, plans, calculations, samples, models, data carriers, computer records and programmes), which we provide to the supplier / contractor, remain our property. The documents must be treated as strictly confidential and may not be made accessible to third parties without our express written consent. They must be returned to us upon our first request but at the latest without being requested as soon as they are no longer required. The documents may only be used for business transactions with us. The content of any negotiations and the entire order is a confidential matter and must not be made accessible to individuals who are not affiliated with the contractor. The obligation to maintain confidentiality applies beyond the time in which the order is executed. Published matter of any kind about the project and the contractor's services in the project requires our written consent.
- 3.) The supplier / contractor is not entitled to use our company name and our brands. Information that the supplier / contractor receives while the order is being executed – in particular about research and development work and our business activities – must be kept secret during the order and after it ends. The supplier / contractor will agree in writing with the buyer / customer if he wishes to include his services for the buyer / customer in promotions and advertising. In that case, he must indicate that the buyer / customer is his client.
- 4.) Parts we have provided remain our property. Treatment and processing are carried out on our behalf. If the parts we have provided are combined or mixed with objects that are alien to us, we acquire co-ownership of this item in the ratio of the value of our item to the value of the third-party item.

X. Tools, moulds and devices

Any tools, moulds and devices we have paid for wholly or partly are our property / in co-ownership and are only available to the supplier / contractor on loan.

XI. Payment

- 1.) We are entitled at our discretion to pay as follows.
 - Within 14 days of receipt of the goods and invoice minus a 2% discount or within 60 days of receipt of the goods and invoice net.
- 2.) Our payments do not signify an approval of the goods or contractual acceptance.

XII. Assignment

The assignment of claims to which the supplier / contractor is entitled to make against us is excluded unless we would have given our written consent to this in advance.

XIII. Suspension

Unless some other agreement has been made, we are entitled to suspend the execution of orders for a period of three months. We will reimburse the supplier / contractor for the required costs of storage during this period based on evidence. The supplier / contractor cannot claim any costs over and beyond this. The delivery time will be extended based on the duration of the suspension.

XIV. Cancellation

We are entitled to cancel the execution of orders. We bear the costs of the work and materials incurred up to the point of cancellation as long as the supplier / contractor can provide evidence. The supplier / contractor must issue an invoice for the costs. A requirement for paying these costs is the transfer and delivery in advance of the manufactured or procured products to us under these orders up to that point in time.

XV. Miscellaneous

- 1.) The legal relationships between our contractual party and us are subject to the law of the Federal Republic of Germany and the exclusion of the UN Sales Convention.
- 2.) The place of performance is our company's registered office. This is also the place of jurisdiction for any disputes arising from our business relationship with the supplier / contractor. However, we are entitled to take legal action against the supplier / contractor at his registered office.
- 3.) The legal relationships between the supplier / contractor and us are subject to the law of the Federal Republic of Germany and the exclusion of the UN Sales Convention.
- 4.) Should one or more of the above clauses be ineffective or void, this does not affect the effectiveness of the other provisions.