

General Terms and Conditions of Purchase

1. Definitive terms and conditions

1. These terms and conditions of purchase apply exclusively – GIRA does not recognise any terms and conditions of the supplier that contradict or deviate from these terms and conditions of purchase unless GIRA has expressly agreed to their validity in writing. These terms and conditions of purchase also apply if GIRA accepts the supplier's delivery without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from these terms and conditions of purchase.

2. If the supplier's registered office is located abroad, the DDP Incoterms in the currently valid version, currently Incoterms 2010, shall also apply, unless these terms and conditions of purchase contain separate provisions.

3. These terms and conditions of purchase shall only apply to companies in accordance with Section 310(4) of the German Civil Code (BGB).

2. Orders, electronic declarations of intent, export control declarations

1. Orders are only binding if they are placed either on GIRA's duly signed order letters or electronically using GIRA's computer-generated forms.

2. The supplier must fill in completely the necessary export control declarations, sign them and return them to Gira with the necessary documentation. The order will not become valid until the complete and signed declaration is sent.

3. If the export or re-export of the delivery items requires official permission, the validity of the order is subject to the granting of the valid export permit by the competent authority.

4. GIRA reserves all rights of ownership and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without GIRA's express written consent. They are to be used exclusively for production on the basis of GIRA's order and returned to GIRA after completion of the order, without this being requested. They are to be kept confidential from third parties, with the regulation under Clause 14 paragraph 4 as well as any non-disclosure agreement (NDA) concluded between the parties also applying in this respect.

3. Delivery deadlines

1. If the supplier is given delivery deadlines in the order letters, the delivery times stated are binding.

2. If the stated delivery date passes, the supplier is in default without the necessity of a reminder from GIRA. The decisive factor for compliance with the delivery date or delivery deadline is receipt of the goods by GIRA.

3. In the event of a delayed delivery, GIRA is entitled to the statutory claims. In particular, the supplier is obligated to compensate GIRA for damages caused by delay unless the supplier can prove that it is not responsible for the delay.

4. Due date of the supplier invoice/payment conditions

1. The supplier's invoice is only due upon receipt of the goods and receipt of a due and proper invoice by GIRA.
2. An invoice is deemed due and proper if it complies with the formal requirements of the German Law on Turnover Tax and states the order number, the item number and the supplier number. Invoices that do not comply with these formalities will be returned.
3. GIRA is entitled to deduct a discount of 3% from the invoice amount if the invoice amount is paid by the 25th of the month following the receipt of the goods and the receipt of the due and proper invoice. If the receipt of the goods and the receipt of the due and proper invoice do not coincide, the last event is always decisive for the calculation of the time limit.
4. Settlement takes place using GIRA's chosen means of payment. This also applies to payments by cheque and bill of exchange as well as bills of acceptance.
5. GIRA enjoys unlimited set-off and retention rights within the scope of the statutory provisions.

5. Prices

1. The price stated in the order is a binding fixed price. Unless otherwise agreed in writing, the price includes prepaid delivery, including packaging.
2. The supplier shall also bear the costs of transport insurance. When calculating packaging materials that are to be returned, a full credit note must be issued. The return of the packaging materials shall be carriage forward.
3. GIRA is a self-insurer that does not accept minimum legal insurance cover.

6. Acceptance of goods/place of delivery/transfer of risk

1. Goods will only be accepted during GIRA's normal business hours: Monday to Friday from 06:00 – 16:00.
2. If GIRA requests reference or release samples in advance, serial delivery by the supplier may not begin until GIRA has approved the sample in writing.
3. The risk is transferred to GIRA upon handover of the delivery items at the place of delivery.

7. Ownership

Ownership of the delivery items is transferred to GIRA upon handover at the place of delivery and payment of the purchase price.

8. Duties of notification/complaints

1. The goods unloaded at GIRA will be inspected for possible defects in the ordinary course of business in accordance with GIRA's usual practices. If a

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spot check reveals that the delivery has defects beyond the agreed proportion (AQL, PPM), GIRA is entitled to claim under guarantee for the entire delivery.

2. Notices of defects are considered timely if they have been sent by GIRA to the supplier in writing or by fax or email within five days of discovery of the defect. Sentence 1 applies analogously to hidden defects.

3. The above provisions also apply to excess or incomplete deliveries; they also apply to the delivery of other goods. For bulk goods, a tolerance of $\pm 5\%$ is permissible.

4. In the event that the supplier has entered into a quality management agreement with GIRA to ensure the quality of deliveries, the above provisions 1 to 3 apply only insofar as no other provision has been agreed upon in the quality management agreement.

9. Quality, documentation, export control declarations

1. With regard to its delivery, the supplier must comply with the accepted codes of practice, the safety regulations and the agreed technical specifications, in particular the standards in accordance with the German Product Safety Act (ProdSG), the Industrial Safety Ordinance, etc. Changes to the delivery item require the prior written consent of GIRA. Irrespective of this, the supplier must constantly monitor the quality of the delivery items. The contracting parties shall inform one another about any means of improving quality.

2. Insofar as authorities require access to GIRA's production process and test documents in order to verify certain requirements, the supplier agrees to grant GIRA the same rights at its premises and to provide all reasonable support.

3. The supplier guarantees that it will comply with customs and export control regulations and that the information provided in the export control declaration is complete and accurate. If, in future, changes should result with regard to the delivery items that would alter the statutory export control classification of the goods, the supplier will immediately inform GIRA of these changes.

10. Requirements for the delivery item

1. The supplier guarantees that the goods it delivers comply with the requirements of the currently valid versions of the German Act on the placing on the market, return and environmentally sound disposal of waste electrical and electronic equipment (ElektroG) and the Batteries Act (BattG), if and insofar as the goods delivered by the supplier fall within the scope of these laws.

2. The supplier warrants that the goods it delivers comply with the limit values specified in the currently valid version of the German Electrical and Electronic Equipment Ordinance (ElektroStoffV) (RoHS).

3. The Supplier guarantees that the provisions of Regulation (EC) No 1907/2006 concerning the Registration, Authorisation and Restriction of Chemicals (REACH Regulation) are complied with. In particular, the supplier ensures that the substances contained in the goods it delivers have been registered, insofar as required under the provisions of the REACH Regulation, and that the information required under Article 32 of the REACH Regulation is made available to Gira. If the supplier delivers articles within the meaning of Article 3 of the REACH Regulation, it ensures that sufficient information is communicated in accordance with Article 33 of the REACH Regulation.

4. The supplier also warrants that the goods it delivers do not contain any of the materials indicated in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 5 January 2010 (Dodd-Frank Act) that originate from the conflict region mentioned therein, and that the supplier has implemented reasonable measures to ensure this.

5. Non-compliance with the above-mentioned requirements constitutes a defect that entitles Gira to exercise the rights stated in Clause 11. The supplier indemnifies Gira against third-party claims based on non-compliance with the above-mentioned requirements. Any other claims for damages by Gira remain unaffected.

11. Guarantee

1. The guarantee period is two years (Point 3 of Section 438(1) BGB). The period begins with the acceptance of the goods by GIRA.

2. If the supplier has undertaken to assemble the goods or materials it has delivered at the premises of GIRA, the guarantee period according to paragraph 1 begins with the formal acceptance of the work by GIRA.

3. In the event of a defect, GIRA is entitled to its choice of statutory rights. In particular, GIRA is entitled to choose:

a) to return the defective goods at the expense and risk of the supplier and to demand a fault-free replacement (supplementary performance),

b) to waive the right to replacement by charging back the invoice value of the goods (withdrawal from the contract)

c) to claim damages in lieu of performance in accordance with the statutory provisions (Sections 437, 440, 280, 281, 283, 311a BGB),

d) in urgent cases, to remedy the notified defect itself (remediable defect) or have it remedied by third parties at the expense of the supplier.

12. Product liability/exemption/third-party liability insurance cover

1. The supplier indemnifies GIRA from all claims made against GIRA because the intended or foreseeable use has caused damage to GIRA or third parties. The same applies to damages incurred by GIRA directly or indirectly as a result of a defective delivery due to violation of official safety regulations or due to any other circumstances attributable to the supplier.

2. If a claim is made against GIRA on the grounds of liability to third parties irrespective of fault contrary to mandatory law, the supplier is liable to GIRA to the extent that it would also be directly liable.

3. The duty to indemnify is excluded if GIRA has for its part effectively limited its liability towards its customers.

4. The supplier is liable for measures taken by GIRA to prevent damage (e.g. recall action) unless the supplier proves that the damage is not due to errors in design and/or production and/or a violation of the supplier's inspection or product monitoring obligations (reversal of the burden of proof). GIRA will inform the supplier – insofar as this is possible and reasonable – about the content and scope of the measures to be taken to avert damage and give the supplier the opportunity to respond.

5. Other legal claims on the part of GIRA remain unaffected.

6. The supplier undertakes to hold product liability insurance for a cover sum of €5,000,000.00 per incidence of damage to persons/property, all-inclusive; if GIRA is entitled to further claims for damages, these remain unaffected.

13. Infringements of export control law/indemnification

The supplier indemnifies GIRA from all claims that GIRA may incur due to violations of export control law in connection with the delivery items.

14. Property rights

1. The supplier guarantees that no rights of third parties within the Federal Republic of Germany are infringed in connection with or by its delivery.
2. If a third party makes claims against GIRA for this reason, the supplier undertakes to indemnify GIRA from these claims upon first written request; GIRA is not entitled to make any agreements with the third party, and in particular not to agree any settlement, without the supplier's consent.
3. The supplier's list of indemnifications refers to all expenses that GIRA might necessarily incur as a result of or in connection with claims by a third party.
4. The limitation period for these claims is 10 years, beginning with the conclusion of the respective contract.
5. The above provisions do not apply if the supplier has manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by GIRA and does not know or, in connection with the articles developed by the supplier, does not need to know that property rights are infringed.
6. At GIRA's request, the supplier will inform GIRA of the use of published and unpublished property rights and applications for property rights, both its own and licensed, concerning the delivery item. The use of open source software must be notified to the extent that GIRA may in turn be subject to publication obligations or similar.

15. Reservation of ownership/provision/tools/confidentiality

1. If GIRA provides parts to the supplier, GIRA reserves the right of ownership. Any processing or alterations made by the supplier are carried out on behalf of GIRA. If GIRA's goods subject to reservation of ownership are processed with other items not belonging to GIRA, GIRA acquires co-ownership of the new item in the ratio of the value of GIRA's item (purchase price and VAT) to the other processed items at the time of processing.
2. If the item provided by GIRA is inseparably mixed with other items not belonging to GIRA, GIRA acquires co-ownership of the new item in the ratio of the value of the item subject to reservation of ownership (purchase price and VAT) to the other mixed items at the time of mixing. If the items are mixed in such a way that the supplier's item can be regarded as the main item, it is agreed that the supplier will transfer proportional co-ownership to Gira and will safeguard Gira's resulting sole ownership or co-ownership.
3. GIRA retains ownership of tools; the supplier undertakes to use the tools exclusively for the production of the goods ordered by GIRA. The supplier undertakes to insure the tools belonging to GIRA at replacement value, at its own expense, against fire and water damage and theft. At the same time, the supplier now assigns all claims for damages arising from this insurance to GIRA; GIRA hereby accepts the assignment. The supplier undertakes to carry out any necessary maintenance and inspection work on GIRA's tools as well as all maintenance and repair work at its own expense in a timely manner. The supplier must notify GIRA immediately of any malfunctions; if the supplier culpably fails to do so, claims for damages remain unaffected.
4. The supplier undertakes to keep all illustrations, drawings, calculations, and other documents and information received strictly confidential. They may only be disclosed to third parties with GIRA's express consent. The obligation of confidentiality shall also apply after performance of this contract; it expires if and insofar as the manufacturing knowledge contained in the illustrations, drawings, calculations and other

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documents provided has become generally known. Any non-disclosure agreement (NDA) concluded between the parties remains unaffected.

5. If the security interests arising from Paragraph 1 and/or Paragraph 2 exceed the purchase price of all unpaid goods subject to GIRA's reservation of ownership by more than 10%, GIRA undertakes, at the supplier's request, to release the security interest in a manner of GIRA's choice.

16. General conditions/place of performance/place of jurisdiction

1. Should one or more provisions of these terms and conditions of purchase be or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, GIRA and the supplier undertake to agree on a valid provision that comes as close as possible to the economic intention of the invalid or void provision.

2. The contractual relationship is subject exclusively to German law. This also applies to the inclusion of the General Terms and Conditions of Purchase. The application of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention / CISG) is expressly excluded.

3. If the supplier's registered office is located abroad, the German language is deemed to be the agreed contractual language. This also applies if the supplier and GIRA exchange contractual documents written in a language other than German. If disputes arise regarding the content and interpretation of the contracts concluded between the supplier and GIRA, the contracts are to be interpreted in accordance with rules of language use customary for the German language.

4. The place of performance for all mutual obligations arising from this contractual relationship is GIRA's registered office (Radevormwald), unless otherwise agreed in writing.

5. The place of jurisdiction – including for claims arising from debt collection procedures as well as for actions on cheques and bills of exchange - is the court with local jurisdiction for GIRA's registered office, provided the supplier is a businessman.