

## General Terms of Purchase

of Umwelt- und Ingenieurtechnik GmbH Dresden (UIT)

(Version: March 2022)

### 1. Scope

- 1.1 The terms of purchase below shall apply exclusively for all legal relationships between the supplier and us, including all future transactions. Purchasing terms of the supplier which contradict or deviate from ours shall only apply if we expressly consent to their applicability in writing. Neither a failure to respond, nor acceptance of or payment for the service – even without reservation – shall be deemed tantamount to consent.
- 1.2 Individual agreements always take precedence over these terms of purchase. Oral agreements by our representatives or other auxiliary persons must be confirmed in writing by us.

### 2. Quotation

Quotations must be provided free of charge and must correspond to our request. Alternative quotations are welcome, but must be clearly identified as such and explained.

### 3. Delivery and delivery date

- 3.1 Unless otherwise agreed, the delivery shall be made per DAP Incoterms® 2020 to the destination specified (place of performance).
- 3.2 The delivery deadline named in the purchase order is binding.
- 3.3 In cases of force majeure (e.g. natural disasters, pandemics, government measures, official decisions, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other labor unrest, seizures, embargoes or other circumstances that are unforeseeable, serious and occur through no fault of the contracting parties and after the conclusion of this contract), the supplier must inform us immediately and comprehensively regarding the beginning and end of the event and do everything reasonable to restrict the extent of such cases.
- 3.4 If the supplier is in default, we may - in addition to further legal claims - demand lump-sum compensation for incurred damages in the amount of 1% of the net price per completed calendar week, but in total no more than 5% of the net price of late deliveries. We reserve the right to prove that a higher loss has been incurred. The supplier reserves the right to prove that no damage at all or only considerably less damage has occurred.
- 3.5 The supplier is only entitled to make partial deliveries if (i) the partial delivery can be used within the scope of the contractual purpose, (ii) the delivery of the remaining ordered goods is ensured and (iii) this does not result in any significant additional expenditure or costs for us.

### 4. Withdrawal

- 4.1 If the delivery and/or performance are delayed by force majeure (see no. 3.3 above) or official measures through no fault of the supplier, we are entitled to set an appropriate period for the supplier stating that we shall refuse to accept the delivery and/or service after the period expires. After the expiry of the period, we are entitled to withdraw from the contract at any time. If this is the case, we are only obliged to reimburse the costs actually incurred including a profit mark-up corresponding to the work actually performed.
- 4.2 If the supplier or one of their creditors applies for the instigation of insolvency proceedings regarding the assets of

the supplier, we are entitled, at our discretion, to withdraw from the contract without affecting our other legal or contractual rights and/or to enter into the contracts of the supplier with their suppliers.

- 4.3 The statutory right to withdraw from the contract shall not be affected by this. The provisions in Art. 323 Par. 5 of the German Civil Code shall not be applicable.
- 4.4 Withdrawing from the contract does not rule out claims for damages.

### 5. Contractual penalty

Where the parties have agreed a contractual penalty, it shall not be offset against any claims for damages. Payment of the contractual penalty does not cancel the obligations to perform in accordance with the contract or to compensate us for damages incurred. The contractual penalty can be asserted even after acceptance of the performance within an appropriate period, by receipt of the final invoice at the latest, without reserving the right to do so on acceptance.

### 6. Bearing of risk, insurance

- 6.1 Unless agreed otherwise, risk shall be transferred to us on provision of the direct title to the goods at the destination specified by us.
- 6.2 The supplier must provide evidence of the conclusion of a liability insurance policy, including product and environmental liability with a minimum flat rate coverage of € 2,500,000.00 for damages to persons, property and assets per damage event, including overseas coverage where necessary. The liability of the supplier is not restricted to liability insurance coverage, neither in the reasons nor in the amount.

### 7. Complaints, guarantee and liability

- 7.1 The statutory provisions (§§ 377, 381 German Commercial Code – HGB) apply to the commercial duty of inspection and notification of defects with the following proviso: Our duty of inspection is limited to defects which become evident during our incoming goods inspection including delivery documents (e.g. transport damage, wrong and short delivery) or during quality control in random sampling procedures. If the contract affords formal acceptance, there is no obligation to inspect. In other cases the intensity of inspection depends on the extent to which an inspection is possible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice on defects discovered at a later stage remains unaffected. Irrespective of our obligation to examine the goods, our notice of defects shall in any case be deemed to be immediate and timely if it is sent within 5 working days from discovery or, in the case of obvious defects, from delivery.
- 7.2 In the event of a fault, we are entitled to demand that the fault be rectified or that a fault-free item be delivered, and to withdraw from the contract, to reduce the purchase price and/or claim damages or compensations for expenditure in vain in accordance with the statutory provisions. Rectification shall be deemed to have failed after the first unsuccessful attempt.

- 7.3 If the supplier accepted a guarantee for the properties or durability of the items delivered, we can also assert claims arising from the guarantee.
- 7.4 The supplier assures that all deliveries and/or services they provide comply with the legal provisions, the regulations and directives of authorities, trade associations and professional associations valid in Germany, the country of origin and the country for which the deliveries and/or services are intended. This applies in particular for the conditions, regulations and directives regarding protection of the environment and health and safety. The supplier must ascertain the final use location.
- 7.5 The statutory guarantee periods cannot be reduced. The expiry period shall be extended by the time in which the faulty item cannot be used as intended. The guarantee claims for faults which are reported to the supplier during the guarantee period shall expire after a further 12 months from notification of the fault, but not before the end of the guarantee period.
- 7.6 If necessary, the supplier must initially take provisional measures free of charge. Rectification of the faults includes the supplier assuming all expenses required for this purpose. These expenses include transportation, customs, fuel and labour costs, as well as installation and removal costs. The rectification of faults also includes elimination of the causes of the fault. All costs related to determining the fault and its causes and for the rectification of the causes must also be borne by the supplier.
- 7.7 We can rectify the item ourselves or have it rectified by third parties after informing the supplier if operation results in safety risks, or if there is a danger to life and limb, and to prevent disproportionately higher damages, to maintain our ability to deliver to our customers, and in the event of particular urgency. The supplier shall bear the resulting costs.
- 7.8 Otherwise, the legal guarantee requirements shall not be affected.

#### **8. Invoice and payment**

- 8.1 Invoices must be submitted in writing stating the order number and order date. Sending invoices electronically is expressly prohibited. Down payment invoices, partial invoices, final partial invoices and final invoices must be designated as such and numbered consecutively. Invoices not designated separately shall be treated as final invoices.
- 8.2 Unless agreed otherwise in writing, the invoice amount is due 30 days after receipt of the invoice and the existence of the other conditions. If paid within 14 days of the abovementioned date, a discount of 2% shall apply.
- 8.3 Regardless of this, the due dates for claims shall only apply if correct invoice documents drawn up in accordance with the legal requirements have been received.
- 8.4 The payment shall be considered made on time if the credit transfer order is transferred or sent electronically to the bank, or the cheque is sent by the due date.

#### **9. Assignment, withholding rights and offsetting**

- 9.1 We are entitled to set-off and retention rights as well as the plea of non-performance of contract to the extent permitted by statutory law. In particular, we are entitled to withhold due payments as long as we hold claims against the seller due to incomplete or defective services.
- 9.2 The supplier may only exercise rights over its claims against us via assignment, pledging or in any other way with our prior written consent.
- 9.3 The supplier may not assert withholding claims where they are based on counterclaims from earlier or other legal transactions with us.

- 9.4 The supplier can only offset claims that are undisputed or which have been determined as legally valid.

#### **10. Retention of title**

Retention of title by the supplier shall only become part of the contract if we are authorised to resell and process the goods in the ordinary course of business and the retention of title expires on payment of the price agreed for the goods subject to retention. No other retention of title by the supplier shall be accepted.

#### **11. Confidentiality**

The supplier shall protect the information regarding the conclusion of the contract and its contents, and the information provided to them such as documents, findings, samples, manufacturing equipment, models, data media etc., and not make them accessible to third parties (including subcontractors) without our written consent, or use them for purposes other than those specified by us. This also applies accordingly to copies. This obligation does not apply for information already legitimately known to them without confidentiality obligations, or which become known to them subsequently without confidentiality obligations, which – without violating the contract by either of the parties – are or become general knowledge, or for which they receive written consent for other use.

#### **12. Rights of third parties**

The supplier guarantees that their deliveries and/or services or the intended use thereof do not violate the rights of third parties. Should third party rights be violated, the supplier is obliged to compensate the third parties for the resulting damage irrespective of their culpability. These damages also include costs incurred for approval of use of the corresponding deliveries and/or services by the authorised parties.

#### **13. Models**

If the supplier produces models at our expense, title to these models shall be transferred to us, latest with compensation of costs incurred. These models, as well as any models provided by us, shall be stored by the supplier and insured as third party property free of charge and carefully until we call for them. They may only be used for or by others with our written consent.

#### **14. Drawings**

The supplier must provide us with a legible written and electronic copy of the construction drawings in good time and at no charge. Our approval of the construction drawings shall not affect the obligation of the supplier to perform. Drawings produced to our specifications must also be identified with a drawing header and copyright symbol in accordance with our requirements and in our favour. We hold the copyright to these drawings.

#### **15. Final provisions**

- 15.1 The place of performance for deliveries and services is the delivery destination specified by us.
- 15.2 The contractual relationship shall be subject to German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.3 For all disputes arising from the contract, the court responsible for our headquarters is hereby agreed as the sole jurisdiction. Nevertheless, we are also entitled to take legal action against the supplier in another responsible court.
- 15.4 If the contract is translated, only the German contract text shall apply for its interpretation.

15.5 We hereby wish to point out that we save personal data in accordance with the legal provisions and process it in relation to business transactions.