

## General Terms and Conditions of Purchase – Production materials –

### 1. Scope

1.1 These Conditions of Purchase shall apply to all contracts regarding the purchase of goods (hereinafter, "delivery") in the area of production materials between Gemeinnützige Werkstätten und Wohnstätten GmbH or another member of the so-called Campus Mensch Group (hereinafter, "GWV" or "Group") and the supplier. The following companies are members of the Group:

- Gemeinnützige Werkstätten und Wohnstätten GmbH;
- Femos gGmbH;
- Stiftung ZENIT;
- 1a Zugang Beratungsgesellschaft mbH.

1.2 As part of a long-term business relationship regarding production materials between GWV and the supplier, these Conditions of Purchase shall also apply to similar future contracts, even if GWV does not separately point out the application of these Conditions of Purchase in each single case.

1.3 Terms and conditions of the supplier that conflict with, supplement or deviate from these Conditions of Purchase shall not become part of the contract unless their application is expressly approved by GWV in writing. These Conditions of Purchase shall apply even if GWV receives a delivery from the supplier without reservations while being aware of the supplier's conflicting or deviating terms and conditions.

1.4 Agreements which supplement or deviate from these Conditions of Purchase and which are made between the supplier and GWV for the performance of a contract must be set out in writing in the contract. This shall also apply to the cancellation of this requirement of the written form.

1.5 Any rights beyond those provided for in these Conditions of Purchase to which GWV is entitled by law shall remain unaffected.

### 2. Formation of contract

2.1 Purchase orders, as well as changes or additions to purchase orders, and any other agreements made at the time of formation of the contract shall not become binding until placed or made by GWV in writing or in text form or, if purchase orders are placed orally or by telephone, until confirmed by GWV in writing or in text form. Purchase orders placed by GWV in online shops shall not require subsequent confirmation. If GWV does not respond to offers, requests or other declarations from the supplier, this shall not be deemed a legally binding declaration. To the extent that a purchase order contains obvious mistakes, misspellings or calculation errors, it shall also not be binding upon GWV.

2.2 The supplier must, without undue delay and in any case within no later than three (3) calendar days after the receipt of the purchase order, issue an order confirmation in which the price and the delivery date are expressly confirmed. This deadline is met if the order confirmation is received by GWV within the aforesaid period of time. Late acceptance by the supplier shall be deemed a new offer that needs to be accepted by GWV. If the order confirmation deviates from the purchase order, the deviations shall not be deemed agreed unless and until they are expressly confirmed in writing by GWV.

2.3 GWV may request that changes be made to the construction and design of the delivery item, within the bounds of what is reasonable for the supplier. The consequences of any such change, in particular with regard to the additional or reduced costs and the delivery or performance periods and dates (hereinafter, "delivery time"), shall be determined by mutual agreement.

### 3. Delivery

3.1 Any agreed delivery times shall be binding. Delivery periods shall commence on the day the purchase order is issued.

3.2 As for compliance with the delivery time, the delivery of the goods to GWV (if delivery "free domicile" or DPP, as defined by Incoterms@2020, has been agreed) or (if delivery "ex works" – EXW, as defined by Incoterms@ 2020, has been

agreed) the timely provision of the goods at the supplier's place taking into account the time needed to load and ship the goods, as agreed with the forwarding agent, shall be decisive.

3.3 If it becomes apparent to the supplier that the delivery time cannot be met, the supplier must notify GWV without undue delay in writing, stating the reasons for and the expected duration of the delay. If the supplier is in default with the performance of its obligations, GWV may rescind the contract after a reasonable grace period has expired without performance of the supplier's obligations. This shall not affect any further claims of GWV.

3.4 In the event that the supplier is in default, GWV may claim a contractual penalty in the amount of 0.5% of the net order value for each commenced week of delay, but no more than 5% of the net order value in total. This shall not affect any further claims of GWV. The contractual penalty shall be credited against the damage caused by default which the supplier is liable to compensate. GWV's claim for delivery shall only be excluded once the supplier has paid damages in lieu of the delivery following a corresponding request from GWV. Acceptance of a late delivery shall not constitute a waiver of claims for damages.

3.5 Delivery before the agreed delivery time shall only be permitted with the prior written consent of GWV. GWV may return any goods that are delivered early at the supplier's expense or store them at the supplier's expense until the agreed delivery date.

3.6 Partial deliveries and excess or short deliveries are not permitted, to the extent not otherwise agreed. GWV reserves the right to recognise such deliveries in individual cases.

### 4. Transfer of risk; shipment

4.1 The supplier shall bear the risk of accidental loss or destruction or accidental deterioration of the goods until GWV takes delivery of the goods ("free domicile" or DDP, as defined by Incoterms@ 2020). If the supplier is obliged to install or assemble the goods at GWV's premises, the risk shall not pass to GWV until the goods have been put into operation.

4.2 Each delivery must be accompanied by a delivery note containing the order and material number, a list of the batches supplied, a description of the goods, the quantities supplied and the weight. If the supplier fails to comply with this documentation duty, it shall be liable to compensate GWV for any resulting damage.

4.3 The goods must be packed in such a manner as to avoid damage in transit. Packaging materials may only be used to the extent required for this purpose. Only environmentally friendly, recyclable packaging materials may be used.

### 5. Prices and payment

5.1 The price stated in the purchase order shall be binding. Unless otherwise agreed in writing, all prices shall be "free domicile", duty paid (or DDP, as defined by Incoterms@2020), including packaging and further including any incidental costs.

5.2 The statutory VAT is not included in the price stated and shall be stated by the supplier separately when issuing the invoice, in the amount then applicable.

5.3 The supplier's invoices shall state the details of the purchase order (SAP order number, purchaser, date of the purchase order, quantity and price) and the delivery note number. Otherwise, the invoices cannot be processed properly and, therefore, shall be deemed not to have been received. Copies of invoices must be marked as duplicates.

5.4 Unless otherwise agreed, payment shall be made upon the transfer of risk and receipt of the invoice within thirty (30) days with a 2% discount, or within sixty (60) days net. Payment shall be made subject to review of the invoice. If a delivery contains defects, GWV may withhold payment until the supplier has properly performed its obligations, without GWV forfeiting its right to rebates, discounts or similar price reductions.

The time allowed for payment shall not commence until all the defects have been fully remedied. In the event of early delivery, the time allowed for payment shall only commence upon expiry of the agreed delivery time.

- 5.5 Ownership of movable items shall be transferred to GWV free of any encumbrances when the items are paid for, at the latest. All payments shall be made to the supplier only. Extended or prolonged retention-of-title clauses shall not be permitted.
- 5.6 Counterclaims of the supplier shall only entitle the supplier to make a set-off or assert a right of retention if these counterclaims are undisputed or have been established in a judgment that cannot be appealed against.

## 6. Quality and documentation

- 6.1 The supplier warrants that the delivery items correspond to the agreed specifications, the latest state of technology, the applicable provisions of law and any regulations and guidelines issued by public authorities, employers' liability insurance associations and professional associations.
- 6.2 Irrespective of this, the supplier must constantly check the quality of the delivery items. The contracting parties shall inform each other about possible ways to improve the quality.
- 6.3 If the nature and scope of the tests as well as the test equipment and methods have not been firmly agreed between GWV and the supplier, the supplier shall be prepared, at the request of GWV, to discuss the tests with GWV within the framework of its knowledge, experience and possibilities in order to determine the required state of the art of the test technology. In addition, the supplier shall inform GWV of the relevant safety regulations upon request.
- 6.4 Furthermore, if certain features have been specifically marked in the technical documents or by separate agreement, the supplier must keep special records documenting the date when the delivery items were examined with regard to these special features, the manner in which this was done and by whom it was done and also the results of these required quality tests. These test records must be retained for a minimum period of fifteen years and, if necessary, must be presented to GWV. The supplier shall oblige upstream suppliers to the same extent, to the extent permitted by law.
- 6.5 If and to the extent that public authorities which are responsible for the safety of motor vehicles and for determining the characteristics of exhaust gases or similar demand to be allowed to inspect the production sequences and test records of GWV in order to verify compliance with particular requirements, the supplier shall agree, at the request of GWV, to grant these authorities the same rights in its own company and provide all reasonable support.

## 7. Warranty and claims for defects

- 7.1 Unless otherwise agreed, the statutory warranty rights shall apply.
- 7.2 To the extent feasible in the proper course of business, GWV shall examine without undue delay after taking delivery of the goods whether the goods received correspond to the purchase order in terms of quantity and type and whether any damage has been sustained in transit that can be identified externally. If a defect becomes apparent during these inspections or later, GWV shall so notify the supplier without undue delay after the inspection or after discovering the defect, as applicable, to the extent that this is feasible in the proper course of business.
- 7.3 GWV's approval of drawings, calculations or other technical documents of the supplier shall not affect the supplier's responsibility for defects or the supplier's liability under any guarantee it has given.
- 7.4 If a delivery contains defects, the following provisions shall apply without prejudice to the statutory claims for defects:
- a) GWV may demand subsequent performance by the supplier in the form of the removal of the defects or, at the option of GWV, the delivery of goods which are free from defects. The supplier shall bear all the necessary expenses for subsequent performance.

- b) If the delivery consists of raw materials or semi-finished goods and the defect is only discovered after these goods have already been further processed, GWV may, in addition to subsequent performance, demand compensation for the damage suffered in this respect, in particular any installation and removal costs.

- 7.5 Except in cases of fraudulent intent, claims for defects shall become time-barred within three (3) years. The limitation period shall commence at the time of transfer of risk according to clause 4 above.
- 7.6 If the supplier fulfils its subsequent performance obligation by making a replacement delivery, the limitation period shall commence anew for any goods supplied as a replacement after GWV has taken delivery of these goods.
- 7.7 Suppliers of goods for which spare parts are needed shall be obliged to supply GWV upon expiry of the limitation period for another ten years with the required spare parts, accessories and tools.

## 8. Recourse to the supplier

If, in a consumer sale, the end customer asserts warranty rights against GWV, the following provisions shall apply:

- 8.1 Before recognising or settling the asserted claim for defects (including any reimbursement of expenses pursuant to Sections 478 (2), 439 (2) German Civil Code), GWV shall notify the supplier and provide a brief description of the facts, along with a request for the supplier's written comments. If these comments are not provided within 7 working days and no amicable solution is reached, the end customer's claim for defects that is actually granted by GWV shall be deemed legitimate. In this case, the supplier shall have the burden to prove the opposite.
- 8.2 To the extent that an end customer asserts claims against GWV for reimbursement of installation and removal costs and GWV has recourse to the supplier in this respect in accordance with Section 478 (2) German Civil Code, the supplier shall be liable to reimburse GWV for these costs regardless of fault on the part of the supplier.
- 8.3 GWV's claims arising out of the statutory provisions on recourse to suppliers in conjunction with this clause 8 shall also apply if the goods were further processed by GWV, in particular by being installed in another product, before they were resold to the end customer.

## 9. EU REACH Chemicals Regulation

- 9.1 The supplier must comply with the provisions of the EU REACH Chemicals Regulation (Regulation (EC) No. 1907/2006; hereinafter, "Regulation").
- 9.2 In particular, the supplier shall be obliged to provide GWV with a safety data sheet under the conditions set out in Article 31 Regulation and to update it as appropriate.

## 10. Third-party property rights

- 10.1 The supplier warrants that the delivery and use of the goods do not infringe any third-party property rights.
- 10.2 If, due to the delivery and use of the goods or the right, GWV is held liable by a third party for infringement of any such rights, the supplier shall be obliged to indemnify GWV at its first request against these claims. This duty to indemnify shall also apply to all costs and expenses which are incurred in connection with GWV being held liable.
- 10.3 In the event that the third party asserts claims for damages, the supplier reserves the right to prove that the infringement of the third party's rights was not the fault of the supplier.
- 10.4 The limitation period shall be three (3) years from the transfer of risk.

## 11. Provision of items by GWV

- 11.1 If and to the extent that GWV provides the supplier with samples, models, drawings, print templates, tools or other items, GWV will retain title to these items. The supplier shall be obliged to use these items exclusively for the performance of the delivery or as otherwise specified by GWV. Such items may not be made available to any third party. If the items are no longer needed, the supplier must return them to GWV without undue delay, and without waiting for a request, at the supplier's own expense.

- 11.2 Any processing or alteration by the supplier of the items provided shall be carried out on behalf of GWV. If such items are processed together with other items which do not belong to GWV, GWV shall acquire co-ownership of the new item in proportion to the ratio of the value of the item provided by GWV to the value of the other processed items at the time of processing.
- 11.3 The supplier shall be obliged to handle and store all items provided with care. The supplier must insure the items provided at its own expense at replacement value against damage by fire, water and theft. The supplier hereby assigns to GWV all claims for compensation arising from such insurance. GWV hereby accepts this assignment. The supplier shall be obliged to carry out all necessary servicing and inspection work and all maintenance and repair work in relation to the items provided in a timely manner at its own expense. The supplier must notify GWV without undue delay of any damage.
- 11.4 Goods manufactured by the supplier in whole or in part in accordance with the requirements of GWV, or using the items provided by GWV, may only be used by the supplier itself or offered, supplied or otherwise made accessible to third parties with the prior written consent of GWV. This shall also apply to goods which GWV has legitimately refused to accept from the supplier. The supplier must pay GWV a contractual penalty in an adequate amount for any violation of these provisions. This shall not affect any further claims of GWV.
- 12. Product liability**
- 12.1. The supplier shall indemnify and hold GWV harmless from and against any and all third-party claims arising from German or foreign product liability law that can be attributed to a defect in the product supplied by the supplier if and to the extent that the supplier is responsible for the product defect and the damage suffered according to the principles of product liability law. This shall not affect any further claims of GWV.
- 12.2. In the cases set out in Clause 12.1 above, the supplier shall bear all costs and expenses, including the cost of legal action (if any). In particular, the supplier shall reimburse GWV for any and all expenses which GWV incurs as a result of or in connection with any preventive measures - in particular, product warnings, an exchange of products or product recalls - which GWV takes to avoid being held liable under product liability law. Where possible and not unreasonable for GWV, GWV shall advise the supplier of the contents and scope of the measures to be taken and give the supplier the opportunity to comment thereon.
- 12.3. The supplier undertakes to maintain product liability insurance in an adequate amount, which shall also cover the risk of product recalls.
- 13. Supplier's duty to indemnify**
- If and to the extent that the supplier is obliged according to these Conditions of Purchase to indemnify GWV against third-party claims, the following provisions shall apply additionally:
- 13.1 GWV shall notify the supplier without undue delay if GWV is being held liable by third parties. Furthermore, GWV shall provide the supplier with all necessary information needed by the supplier to perform its duty to indemnify.
- 13.2 The supplier must indemnify GWV against third-party claims even if these are unfounded.
- 13.3 If the supplier takes the view that a claim which has been asserted against GWV is unfounded, the supplier shall undertake the defence against this claim and assume all costs which GWV incurs in connection with it being held liable. In addition, in the event that an adverse judgment is rendered against GWV, the supplier shall:
- either establish an enforceable notarial deed in which the supplier consents to immediate compulsory execution in the event and in the amount of a potential adverse judgment or, at GWV's option,
  - provide security in the event and in the amount of a potential adverse judgment .
- 13.4 If the supplier fails to comply with its duty to indemnify and GWV settles the third-party claim, the supplier cannot object to GWV's resulting claim for reimbursement that the third-party claim was wrongly settled.
- 14. Force majeure**
- 14.1 If an event of force majeure prevents GWV from performing its contractual obligations, in particular from taking delivery of the goods, GWV shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period without being liable to the supplier for damages. The same shall apply if unforeseeable circumstances for which GWV is not responsible, in particular, official acts, energy shortage, epidemics, pandemics or significant disruptions of operations, make it unreasonably difficult or temporarily impossible for GWV to perform its obligations. This shall also apply if GWV is affected by industrial action.
- 14.2 GWV shall be entitled to rescind the contract if an impediment such as those described in clause 14.1 above lasts longer than four months and the performance of the contract is no longer of interest to GWV as a result of the impediment. At the request of the supplier, GWV shall declare upon expiry of the aforesaid time period whether it will make use of its right to rescind the contract or take delivery of the goods within a reasonable period of time.
- 15. Confidentiality**
- The supplier shall be obliged to keep all information received through GWV which is designated as confidential, or which can be identified as a trade or business secret according to other circumstances, confidential for an unlimited period of time; the supplier may neither record nor disclose or exploit such information, except to the extent that such recording, disclosure or exploitation is required for the delivery to be made to GWV. By entering into suitable contractual arrangements with the employees and agents working for it, the supplier shall ensure that these persons, too, refrain at least for the duration of the business relationship from any exploitation, disclosure or unauthorised recording of such trade and business secrets for their own purposes.
- 16. Social responsibility; environmental protection; quality management**
- 16.1 The supplier undertakes to comply with the respective regulations on how to deal with employees, the protection of the environment and safety at work and to work towards reducing the long-term effects of its activities on human beings and the environment. For this purpose, the supplier shall implement a management system according to ISO 14001 and further develop such system, to the extent possible. Furthermore, the supplier shall observe the principles of the Global Compact initiative of the United Nations. These principles essentially concern the protection of international human rights, the right to collective bargaining, the elimination of forced and compulsory labour and the abolition of child labour, the elimination of discrimination in employment and occupation, environmental responsibility and the prevention of corruption. Further information about the UN Global Compact initiative is available at [www.unglobalcompact.org](http://www.unglobalcompact.org).
- 16.2 If GWV requests this separately in writing in any particular case, the supplier shall additionally be obliged to implement a quality management system according to ISO 9001:2015 or a similar quality management system in order to meet GWV's quality requirements.
- 16.3 The supplier undertakes as part, and within the scope, of its contractual relationship with GWV to comply with all the requirements under employment law that apply to the supplier vis-à-vis its employees, in particular the requirements under the German Minimum Wage Act.
- 16.4 The supplier must grant its employees the minimum wage – as well as any agreed supplements, including social insurance and employment promotion contributions and social security expenses – determined by the statutory and collectively agreed rules, in particular by the German Posting of Workers Act and the applicable collective bargaining agreements.

**17. Governing law and agreement on place of jurisdiction**

- 17.1 The legal relations between the supplier and GWV shall be governed by the laws of the Federal Republic of Germany.
- 17.2 The exclusive place of jurisdiction for all business relations with businesspersons and legal persons under public law shall be the place of GWV's registered office. However, GWV may also bring a lawsuit at the place of the supplier's registered office or at any other permissible place of jurisdiction.

**18. Miscellaneous**

- 18.1 The supplier is not authorised to have any purchase order, or material parts of a purchase order, carried out by a third party unless the supplier has obtained the prior written consent of GWV.
- 18.2 Rights and obligations of the supplier may only be assigned or transferred to a third party with the written consent of GWV.
- 18.3 The contractual language shall be German.
- 18.4 The place of fulfilment for all obligations to be performed by the supplier and by GWV shall be the registered office of GWV.