

I GENERAL

1. these general terms and conditions of purchase (hereinafter referred to as "terms and conditions of purchase") apply to all purchases (hereinafter referred to as "scope of delivery") made by Weihe GmbH, unless Weihe GmbH has expressly agreed otherwise in writing.

2. in case of contradictions between the contractual documents, i.e. the ORDER of Weihe GmbH as well as all documents referred to therein (hereinafter referred to as "CONTRACT"), the following order of precedence shall apply:

1. Negotiated, agreed and signed documents by both sides
2. the order of Weihe GmbH (hereinafter "ORDER")
3. Weihe GmbH's PURCHASING CONDITIONS
4. Invitation to submit a bid by Weihe GmbH

3. all documents forming part of the CONTRACT may only be amended by a written document duly signed.

4. Weihe GmbH may consider all written data and information provided by the SUPPLIER in connection with the tendering or placing of an ORDER as binding for the SUPPLIER, unless such data and information are clearly marked as non-binding.

Unless otherwise agreed, delivery shall be made DAP. Trade terms such as DAP, FOB, CIF, EX WORKS etc. shall be interpreted in accordance with INCOTERMS 2010 or, after their replacement, in accordance with the INCOTERMS then in force.

II OFFERS IN RESPONSE TO INVITATIONS

1. all offers are free of charge for Weihe GmbH, even if they were made at the instigation of Weihe GmbH.

2. unless otherwise agreed, offers are valid for acceptance 90 (ninety) days from receipt by Weihe GmbH.

III ORDERS, DATA SUPPLIED BY WEIHE GMBH

1. ORDERS are only valid if they are placed in writing on the official form of Weihe GmbH and sent to the SUPPLIER by fax, post or e-mail. Verbal agreements, additions or changes to an ORDER require written confirmation from Weihe GmbH to be valid. Sketches, drawings, descriptions, specifications etc. are part of the CONTRACT, provided they are expressly mentioned in an ORDER.

The Contract shall be deemed to have been entered into on receipt of the Purchase Order unless the Seller objects to the Purchase Order in writing within five (5) Business Days of receipt of the Purchase Order. As soon as the Seller commences performance of the Purchase Order, the Purchase Order shall in any event be deemed to have been accepted by the Seller.

3. the SUPPLIER is obliged to contact Weihe GmbH if he perceives an error or ambiguity with regard to essential parts of the CONTRACT, in particular with regard to quantity, price or term. It is the SUPPLIER's responsibility to familiarise himself with all essential data and circumstances as well as the respective intended use.

IV SUBCONTRACTING

The SUPPLIER shall not subcontract any part of the work to be performed under the CONTRACT without the prior written consent of Weihe GmbH. The SUPPLIER is obliged to provide subcontractors with all necessary information to enable all purchasing requirements to be met, including the essential characteristics applicable to the subcontractor's scope of work. This does not apply to the purchase of commercially available products, nationally advertised products or raw materials.

V PRICES AND PAYMENT

(1) Unless otherwise specified in the ORDER, the agreed prices shall be fixed prices and shall remain unchanged until completion of the CONTRACT and shall include packaging and freight costs, taxes and duties, but shall not include value added tax.

1.1 Value added tax, sales tax or other taxes as well as packaging and freight costs shall be shown separately on the invoice.

1.2 The SUPPLIER is obliged to provide a supplier's declaration according to Regulation (EU) 2015/2447 or a declaration on non-preferential origin according to Regulation (EU) 2015/2446, Art. 31 to 36a, at the latest with the first delivery and to carry out an inspection according to German, European and American export law (stating the German/European export list number [AL] or the American ECCN) upon request.

1.3 As long as the formal requirements according to Article 5.1 paragraphs 1.1 and 1.2 are not fulfilled, unanimity shall not be deemed to have been granted.

2. for a period of two (2) years after termination of the CONTRACT, Weihe GmbH may, upon request, examine all records of the SUPPLIER in connection with the SUPPLY. However, the SUPPLIER is entitled to exclude trade secrets, recipes or processes from the inspection, unless Weihe GmbH makes them available for inspection by a third party bound to confidentiality. The SUPPLIER is obliged to make its books and documents available to Weihe GmbH for the purpose of the audit during normal business hours.

It will grant Weihe GmbH reasonable access to the SUPPLIER's facilities to the extent necessary to conduct the audit. In addition, the SUPPLIER will ensure compliance by its sub-suppliers to the extent necessary for Weihe GmbH to conduct an audit.

3. unless otherwise agreed, the CONTRACT PRICE is payable net within ninety (90) days after acceptance of the DELIVERY and invoicing, whichever date is later. Weihe GmbH is entitled to reduce the purchase price by 1% if payment is made within sixty (60) days after acceptance. (60) days and by 2% if payment is made within thirty (30) days.

4. if Weihe GmbH makes advance payments, the SUPPLIER must provide an irrevocable and unconditional bank guarantee on first demand in the amount of the advance payments, issued by a first-class bank acceptable to Weihe GmbH and valid for the term of the contract plus three (3) months, at the written request of Weihe GmbH.

5. in case of delay of requested material proofs, quality documents or other documents concerning the SUPPLY, Weihe GmbH is entitled to extend an agreed term of payment appropriately.

6. the Weihe GmbH reserves the right to offset counterclaims of the Weihe GmbH or affiliated companies of the Weihe GmbH against claims of the SUPPLIER. The SUPPLIER is only entitled to assign claims against Weihe GmbH to third parties with the prior written consent of Weihe GmbH, which Weihe GmbH may not unreasonably refuse.

VI FREE ISSUE OF MATERIALS/TOOLS

1. The ownership of materials and/or tools e.g. devices, models, gauges, moulds, testing equipment provided by Weihe GmbH for the execution of an order ("FREE MATERIALS") remain with Weihe GmbH even after processing or treatment. Such materials and/or tools are to be marked as the property of Weihe GmbH and are to be stored separately until processing. At the request of Weihe GmbH, processing waste of FREE MATERIALS must be returned to Weihe GmbH. The SUPPLIER is obliged to immediately notify Weihe GmbH of faulty or insufficient material quantities; otherwise this complaint is forfeited. FREE MATERIALS provided by Weihe GmbH may only be used for the execution of the ORDER placed by Weihe GmbH. They may not be reproduced or used for any other purpose unless the SUPPLIER has obtained the prior written consent of Weihe GmbH.

2. if the SUPPLIER provides tooling and tool design under the PURCHASE ORDER, such tooling and tool design shall be invoiced separately and must be invoiced separately on completion unless otherwise agreed. If the costs of the tools and tool design are to be amortised and included in the unit price of the goods supplied under the present and future PURCHASE ORDERS, the invoice shall state the total cost of the tools, the number of units over which the tool costs are to be amortised and the proportion attributable to previous PURCHASE ORDERS and the proportion attributable to the present PURCHASE ORDERS. Tools and tool drawings paid for by Weihe GmbH become the property of Weihe GmbH and are to be used exclusively for the fulfilment of the PURCHASE ORDERS of Weihe GmbH, unless there is an express written permission from Weihe GmbH. Weihe GmbH reserves the right to pay for tools that are in the amortisation period early for the purpose of ownership.

3. tools and tool constructions of Weihe GmbH, regardless of whether they are provided by Weihe GmbH or supplied by the SUPPLIER, as well as FREE MATERIALS, are at the disposal of Weihe GmbH.

The SUPPLIER agrees to dispose of these tools, tool designs and FREE MATERIALS at the request of Weihe GmbH without costs, but with the exception of shipping costs. The SUPPLIER undertakes to insure the tools, tool designs and FREE MATERIALS against damage and loss. The SUPPLIER agrees to be responsible for the normal maintenance, storage, damage or loss of the tools while they are on its premises at no cost to Weihe GmbH. The SUPPLIER hereby assigns all claims for compensation from this insurance to Weihe GmbH; Weihe GmbH accepts the assignment. The SUPPLIER is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. If he culpably fails to do so, claims for damages remain unaffected.

VII DELIVERY DATE AND CONSEQUENCES OF DELAYS

1. TIME IS OF THE ESSENCE. The SUPPLIER shall deliver on the agreed date. Early deliveries will not be accepted unless they have been expressly approved in writing. Weihe GmbH is entitled to deduct the resulting costs such as storage costs etc. from the contract price. The delivery date is considered to be met if:

- a) in the case of EX WORKS deliveries or FCA the readiness for dispatch of the SUPPLY including all documents has been notified to Weihe GmbH (office responsible for the contract) before the expiry of the delivery date;
- b) in all other cases, the DELIVERY TARGET with all documents has arrived at the destination before the expiry of the delivery period or the service has been accepted by Weihe GmbH.

2. the SUPPLIER must immediately inform Weihe GmbH of foreseeable delays in delivery, stating the reasons and the expected duration of the delay, irrespective of whether the whole or part of the DELIVERY is affected. The SUPPLIER is obliged to take all reasonable measures at its own expense to avoid or remedy delays in delivery.

3. except in cases of delay in delivery due to an event of force majeure, Weihe GmbH is entitled to all legal claims, irrespective of whether the SUPPLIER has given notice of the delay or a contractual penalty has been agreed.

4. if a fixed date has been agreed for the SUPPLIER's performance and this date is not met for reasons for which the SUPPLIER or its subcontractors are responsible, the following shall apply subject to section 7.3:

(i) Weihe GmbH reserves the right to terminate the CONTRACT and demand repayment of all advance payments made after giving the SUPPLIER a final opportunity to fulfil its obligations. If the SUPPLIER does not repay the advance payments immediately, Weihe GmbH may, at its own discretion, charge interest on the outstanding advance payments. In

addition, Weihe GmbH may demand reimbursement of all related collection and legal costs; or

(ii) Weihe GmbH reserves the right to request the SUPPLIER to make available to Weihe GmbH all completed works against payment of the value of the works that these completed works have for Weihe GmbH.

5. in case of non-compliance with the delivery date, the SUPPLIER has to pay a penalty for delay in addition to the damage caused by delay, unless Weihe GmbH makes use of its rights according to section 7.4. This contractual penalty amounts to one and a half percent (1.5 %) per full week of the purchase price for the entire DELIVERY PERIOD. The total penalty for delay shall not exceed nine percent (9%) of the total purchase price. Paid contractual penalties will be credited against actual claims for damages by Weihe GmbH. Weihe GmbH is entitled to claim the contractual penalty in addition to the fulfilment; Weihe GmbH must declare the reservation of the contractual penalty within ten (10) working days after acceptance of the delayed delivery at the latest. Further claims and rights remain reserved.

6. the SUPPLIER cannot refer to the absence of essential documents, FREeware or other items to be delivered by Weihe GmbH, unless these have been requested by Weihe GmbH in good time or, if delivery dates had been agreed, have been returned to Weihe GmbH in good time.

VIII PACKAGING, SHIPPING

1. unless otherwise agreed, the SUPPLIER shall ship DAP to the place of destination. The SUPPLIER is liable for suitable and proper packaging which protects the goods from damage and corrosion during transport and, if necessary, for subsequent short-term storage (i.e. up to a maximum of 60 days). Insofar as special packaging has been agreed, the packaging regulations of Weihe GmbH must be observed without fail. The SUPPLIER is liable for damages caused by improper packaging and/or non-compliance with the regulations of Weihe GmbH.

2. Weihe GmbH reserves the right to return parts of the SUPPLY which are damaged or corroded due to improper packaging or non-observance of certain packaging regulations by the SUPPLIER against reimbursement of the purchase price. The costs of the return shipment shall be borne by the SUPPLIER.

3. if special care is required during unpacking, the SUPPLIER must inform Weihe GmbH in good time of the special features. In particular, a suitable and conspicuous warning notice is to be attached to the packaging.

IX COMPLIANCE WITH APPLICABLE LAWS

1. the SUPPLIER warrants that in the performance of the SUPPLY it will comply with all applicable laws, statutes, rules, regulations or orders and will provide all documents required for export from the place of manufacture and import to the place of end use, such as certificates of origin, export licenses, safety data sheets, etc.

X DELIVERY/EXPORT CONTROL

1. partial deliveries and/or deliveries before the agreed delivery date are not permitted without the express prior written consent of Weihe GmbH.

The SUPPLIER undertakes to check the goods before dispatch to ensure that they correspond to the ORDER in terms of quality and quantity. Only material that has passed the inspection shall be delivered.

3. each consignment must be accompanied by a detailed delivery note, which contains the special information or notes of Weihe GmbH, the confirmation that an inspection has taken place and in particular the ORDER NUMBER of Weihe GmbH. Weihe GmbH requires separate delivery notes for consignments to deviating delivery addresses.



4. unless otherwise agreed, the invoice must be sent to Weihe GmbH in duplicate. One copy must be enclosed with the SUPPLIER's delivery. The second invoice must be marked as "COPY" and sent by separate post to the invoice address of Weihe GmbH. All costs arising from non-compliance with this provision will be borne by the SUPPLIER.

5. all correspondence (letters, delivery notes, invoices etc.) must state the PURCHASE ORDER number of Weihe GmbH, the date of the order, the quantities stated in the order or in connection with a specific article or section, delivery notes also stating gross and net weight. The delivery note must state the delivery address according to the ORDER.

6. SUPPLIER hereby represents and warrants that it has met and will continue to meet the requirements of all applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and the International Traffic in Arms Regulations. These requirements include, but are not limited to, obtaining all necessary permits or licenses for the export or re-export of any controlled items, products, articles, goods, software or technology. Without limiting the generality of the foregoing, SUPPLIER hereby represents and warrants that it has not been and is not currently debarred, suspended or otherwise restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any authority of the United States or any other country. The SUPPLIER agrees to indemnify Weihe GmbH against any costs, penalties or other losses caused by or related to any breach or violation of the warranties contained in this provision.

XI TRANSFER OF OWNERSHIP AND RISK

1. the transfer of ownership takes place at the time of completion of the SUPPLY or parts thereof. Between the transfer of ownership and delivery, the SUPPLIER will store the SUPPLY free of charge for Weihe GmbH and mark it as the property of Weihe GmbH. Furthermore, the SUPPLIER undertakes to store and insure the SUPPLIER as if ownership had not been transferred.

2. the risk is transferred to Weihe GmbH at the time of arrival of the delivery at the agreed place of delivery.

3. if the requested shipping documents are not delivered in accordance with the CONTRACT and/or the instructions of Weihe GmbH, the goods will be stored until their arrival at the expense and risk of the SUPPLIER.

XII TERMINATION DUE TO DEFAULT IN PAYMENT

If the supplier does not comply with provisions or requirements of the contract, Weihe GmbH is entitled, after the expiry of a reasonable grace period, insofar as this is not dispensable according to the statutory provisions, to terminate further services of the supplier within the scope of the order by written notice to the supplier, without prejudice to any other rights or remedies to which Weihe GmbH is entitled under the contract. In the event of such termination Weihe GmbH shall be entitled to complete the ORDER by the means chosen by Weihe GmbH; the Supplier shall be liable for any additional costs incurred by Weihe GmbH in this connection and shall surrender or transfer to Weihe GmbH any work commenced and grant Weihe GmbH the right to use any documents of the Supplier required to complete the scope of performance. Amounts owed to the supplier for deliveries and services which the supplier has provided in accordance with the contract prior to the termination will be offset against the additional costs incurred by Weihe GmbH for the completion of the scope of delivery and other damages incurred by Weihe GmbH due to the supplier's non-fulfilment.

XIII INSPECTION, DRAWINGS, TEST CERTIFICATES, OPERATING INSTRUCTIONS, SPARE PARTS

1. Weihe GmbH or its agents are entitled to carry out inspections and ongoing tests of the production or to reject defective parts during production after giving reasonable advance notice. Inspections or tests do

not release the SUPPLIER from his sole responsibility for the entire SUPPLY. During the performance of the CONTRACT, the SUPPLIER shall allow free access to the manufacturing facilities and those of its subcontractors during reasonable business hours.

2. the approval of the final construction drawings by Weihe GmbH does not release the SUPPLIER from its responsibility for the SUPPLY.

3. the final drawings, test certificates, maintenance and operating instructions as well as spare parts lists required for the proper maintenance of the SUPPLY must be made available to Weihe GmbH in the required number and language with the delivery at the latest.

4. the SUPPLIER undertakes to supply Weihe GmbH on request with spare parts corresponding to the scope of delivery for a period of ten (10) years after acceptance according to § 14. The spare parts prices must be fair and reasonable.

XIV ACCEPTANCE, WARRANTY AND GUARANTEES

1. unless otherwise agreed in writing, acceptance shall take place after delivery at the place of destination or after commissioning, whichever is later. Payment for part or all of the performance shall not be deemed to be acceptance.

2. the SUPPLIER expressly warrants that all the SUPPLY covered by the CONTRACT is in accordance with the specifications, drawings, samples, performance guarantees or descriptions of any kind prepared or specified by Weihe GmbH and is of merchantable quality and good order and free from defects. The SUPPLIER expressly warrants that the material covered by the CONTRACT is suitable and sufficient for the purpose specified. If certificates, test reports or similar documents are part of the agreed SUPPLY, the information contained therein shall be deemed to be warranted properties, even if such certificates etc. originate from sub-suppliers of the SUPPLIER.

3. unless otherwise agreed in writing, the SUPPLIER expressly warrants that it and its subcontractors have applied the principles of quality assurance in accordance with the relevant ISO standards or equivalent in the performance of the CONTRACT. The quality records shall be kept for the period required by the applicable law for the respective goods, but at least ten (10) years after acceptance in accordance with Article 14.1. of this Contract

4. if the SUPPLIER does not fulfil the warranties or guarantees during the warranty and guarantee period, the SUPPLIER must, at the discretion of Weihe GmbH, rectify the defects immediately in the Weihe GmbH company or in the company or on the premises of its customer or have them rectified by a third party at the expense of the SUPPLIER. If the rectification by the SUPPLIER fails or if there is an emergency, Weihe GmbH is entitled to rectify the defects itself or to have them rectified by a third party at the expense of the SUPPLIER. If the replacement or rectification of the defective goods or services is not desired, the SUPPLIER must grant Weihe GmbH an appropriate reduction of the CONTRACT PRICE, which corresponds to the value of the goods or services in the non-rectified condition.

Weihe GmbH or its customers have a reasonable period of time after receipt to inspect the DELIVERY or parts thereof. Weihe GmbH will notify the SUPPLIER of any defects found during the inspection within fourteen (14) days after delivery.

6. unless otherwise agreed in the CONTRACT, the warranty and guarantee period is thirty-six (36) months from acceptance by Weihe GmbH.

7. in the case of a replacement delivery, the items originally delivered to Weihe GmbH will be given to Weihe GmbH free of charge for use until the replacement delivery is ready for operation and in perfect condition. The

same applies in the event of the complete or partial termination of the CONTRACT due to defective delivery.

8. in case of disagreement about quality parameters, an expert opinion will be obtained. Unless otherwise agreed in writing, the expert opinion of an institution determined by Weihe GmbH will be obtained. The parties undertake to accept the findings of the agreed expert or the institution determined by Weihe GmbH. The costs of the expert opinion will be borne by the offending party.

XV WORK CARRIED OUT AT WEIHE GMBH'S PREMISES OR ON THE CONSTRUCTION SITE

If work is carried out on the premises of Weihe GmbH or its customer or on construction sites, these PURCHASE CONDITIONS are supplemented by the safety instructions and rules of Weihe GmbH or its customer. The SUPPLIER will provide these instructions and/or rules in writing. Furthermore, the SUPPLIER shall instruct its employees, consultants, etc. to observe these instructions and rules.

XVI INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Weihe GmbH reserves all intellectual property rights to all information provided to the SUPPLIER in connection with this CONTRACT, in particular to all documents, specifications, drawings, sketches, calculations or models and intellectual property developed by the SUPPLIER on the basis of the information provided by Weihe GmbH. The SUPPLIER will use these documents exclusively for the execution of the CONTRACT. Without the prior written consent of Weihe GmbH, the SUPPLIER is NOT entitled to manufacture products for third parties on the basis of these documents or to reproduce these documents or to make them known in any way to third parties who are not directly involved in the execution of the CONTRACT or parts thereof. Upon request, the SUPPLIER shall return all information, including all copies or reproductions thereof, which Weihe GmbH has received in connection with this CONTRACT. Notwithstanding the foregoing, however, the SUPPLIER shall be entitled to retain one copy for archival purposes required by law or contract.

2. Weihe GmbH manufactures products for the world market from the supplied raw materials, semi-finished products, vendor parts and production machines. The SUPPLIER guarantees that the item(s), which The delivery item is free from third party property rights (e.g. patents, utility and design patent rights, copyrights and trademark rights as well as claims from software) as well as from claims due to anti-competitive imitation and unlawful exploitation of third party trade secrets. If a production facility is part of the scope of delivery and this production facility infringes an industrial property right of a third party by the process used by it or unlawfully exploits a trade secret of a third party, the following shall apply: If the products manufactured with the help of the production equipment as intended are subject to claims of the right holder at Weihe GmbH or its worldwide customers in Germany or another country, for which in the latter case Weihe GmbH can be held liable, the SUPPLIER is also liable for this to the full extent, as far as he is responsible for the defect. The same applies if a raw material, semi-finished product or supplier part belonging to the scope of delivery infringes an industrial property right of a third party or claims are asserted due to unauthorised use of a trade secret: If this infringement/defect continues during the intended processing or the intended incorporation into the end product in such a way that the end product, which is in the hands of Weihe GmbH or its worldwide customers, is exposed to claims of the right holder in Germany or another country, for which in the latter case Weihe GmbH can be held liable, then the SUPPLIER is also liable for this to the full extent if it is responsible for the defect.

3. if justified claims within the meaning of paragraph 16.2 are asserted against Weihe GmbH, Weihe GmbH is entitled to demand from the SUPPLIER, at its reasonable discretion, to procure the right of use (licence) or to change or exchange the scope of delivery - without impairing the suitability - in such a way that the use of the scope of delivery by Weihe GmbH or its customers no longer represents an infringement of rights.

4. if Weihe GmbH defends the claims raised according to section 16.2, Weihe GmbH can demand an advance payment from the SUPPLIER, as far as the SUPPLIER is responsible for the defect, a remuneration in the amount of the presumably reasonable legal costs, including the reimbursable costs for a counter-attack on the respective property right (e.g. action for avoidance, opposition, application for cancellation or objection). Any subsequent reimbursement of the legal costs or part thereof by the opponent shall be passed on to SUPPLIER. In this respect, the SUPPLIER fully indemnifies Weihe GmbH from all claims, damages and costs arising from Article 16.

5. the SUPPLIER undertakes to make available to Weihe GmbH all documents and information created in connection with the SUPPLY. Weihe GmbH has an unrestricted right to use these documents for the purposes of operation, maintenance, repair, training and expansion of the SUPPLY.

6. Weihe GmbH and/or its customer may not be named in publications for advertising purposes without the prior written consent of Weihe GmbH.

XVII HIGHER VIOLENCE

1. the SUPPLIER is not liable for non-performance, loss, damage or delay due to war, riot, fire, flood, strikes or labour difficulties, official measures, force majeure, acts of Weihe GmbH or its customer, transport delays or other causes beyond the control of the SUPPLIER. In the event of a delay in performance due to such a cause, the delivery date or the execution period will be extended by the amount of time lost due to the delay. If the reasons of force majeure last longer than thirty (30) calendar days, both Weihe GmbH and the SUPPLIER may terminate the CONTRACT by giving seven (7) days' written notice to the other party.

2. in the event of termination, the SUPPLIER is entitled to compensation for the work performed up to the termination and the expenses for non-cancellable procurements. Weihe GmbH is entitled to all work results for which it has paid.

XVIII INDEMNITY

1. the SUPPLIER agrees to defend, indemnify and hold harmless Weihe GmbH and its customers, employees, agents and subcontractors from any loss, cost, damage or liability, including legal fees, arising from the negligence or other breach of duty of the SUPPLIER and those for whom the SUPPLIER is responsible in connection with the CONTRACT or the goods or services supplied.

2. in addition to the foregoing, the SUPPLIER shall indemnify Weihe GmbH and Weihe GmbH's customers against any loss, damage, costs (including but not limited to attorneys' fees), claims or liability arising from the infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right based on the manufacture, installation, use, rental or sale of goods, materials or services provided to Weihe GmbH under this CONTRACT. Weihe GmbH will notify the SUPPLIER immediately of any such claim or infringement.

XIX INSURANCE

The SUPPLIER shall take out and maintain liability and product liability insurance covering the obligations and liabilities of the SUPPLIER in connection with this CONTRACT. The SUPPLIER's general liability and product liability insurance shall have a minimum coverage of EUR 5,000,000 million per claim and a total coverage of EUR 10,000,000 million. Upon request, the SUPPLIER must provide Weihe GmbH with insurance certificates showing that the SUPPLIER maintains the above-mentioned insurance cover.

XX QUALITY AND DOCUMENTATION

1. the SUPPLIER must comply with the recognised state of the art, the safety regulations and the agreed technical data for the delivery. Changes

to the delivery item or to an already approved production process require the prior written consent of Weihe GmbH.

2. the initial sampling shall be carried out in accordance with the quality assurance agreement agreed between the parties. The required documents shall be submitted in German or English. The use of another language is not permitted. If Weihe GmbH requires initial sampling, series delivery may only commence after written release of the samples. Irrespective of this, the SUPPLIER must constantly check the quality of the delivery item and design its quality assurance system in such a way that it complies with the latest state of the art, in particular DIN ISO 9001:2015.

If the type and scope of the test as well as the test equipment and methods are not firmly agreed between the SUPPLIER and Weihe GmbH, the SUPPLIER must submit a corresponding proposal. At the request of the SUPPLIER, Weihe GmbH is prepared to discuss the inspection with the SUPPLIER within the framework of the knowledge, experience and possibilities of Weihe GmbH and to determine the required state of the art of inspection technology. If the parties do not reach an agreement on this, the testing equipment and methods will be determined by Weihe GmbH at its reasonable discretion and binding for both parties.

4. insofar as the SUPPLIER has received drawings, samples or other regulations from Weihe GmbH, the SUPPLIER undertakes to comply with these with regard to the type, quality and design of the delivery item. The SUPPLIER may not refer to documents, advertising statements or drawings which contain information about the quality of the delivery item, if the requirements contained therein do not correspond with the requirements of Weihe GmbH in the aforementioned documents. In all other respects, however, the SUPPLIER is bound by such information if it complies with the quality requirements of Weihe GmbH. In the technical documents, the SUPPLIER must also record in special records when, in which way and by whom these delivery items have been tested with regard to the characteristics which are subject to documentation and which results the required quality tests have produced. The inspection documents must be kept for 20 years and presented to Weihe GmbH upon request. If the SUPPLIER ceases its business operations before the expiry of the 20-year period, it must make the documents available to Weihe GmbH free of charge at this time. The SUPPLIER has to oblige sub-suppliers to the same extent, as far as this is legally possible.

5. as far as authorities or customers of Weihe GmbH demand insight into the production process or the production documents of Weihe GmbH for the purpose of examining certain requirements, the SUPPLIER agrees to grant the same rights in his company and to provide any reasonable support, as far as his confidentiality interests do not prevail. Furthermore, the SUPPLIER must ensure that these rights are granted to the authorities, Weihe GmbH or the customers of Weihe GmbH, also with regard to its subcontractors.

6. for substances which, due to laws, ordinances, other regulations or their composition or their effect on the environment, require special treatment with regard to packaging, transport, storage, handling and/or disposal, the SUPPLIER will hand over to Weihe GmbH, together with the offer, a fully completed safety data sheet, the data sheet required for possible further distribution abroad and an applicable accident leaflet (transport). In the event of changes to the substances or the legal situation, the SUPPLIER will provide Weihe GmbH with updated data and information sheets.

XXI DANGEROUS SUBSTANCES AND PREPARATIONS

1. for goods and materials as well as for processes which, due to laws, ordinances, other regulations or due to their composition and their effect on the environment, must be subject to special treatment, inter alia with regard to transport, packaging, labelling, storage, treatment, manufacture and disposal The SUPPLIER shall comply with the statutory provisions of the country of manufacture and the country of distribution.

2. in this case the supplier will provide Weihe GmbH with the necessary documents and records before order confirmation. In particular, all hazardous substances and substances hazardous to water may only be delivered after submission of an EC safety data sheet and approval by Weihe GmbH. If the requirements according to section 21.1 change in the course of the supply relationship, the SUPPLIER will immediately send Weihe GmbH the papers and documents corresponding to the changed requirements.

Weihe GmbH is entitled to return hazardous substances and substances hazardous to water provided for test purposes to the supplier free of charge.

4. the SUPPLIER is liable to Weihe GmbH for all claims resulting from the culpable non-observance of the legal regulations existing in this respect.

The SUPPLIER shall ensure that the requirements of the EU chemicals regulation REACH (Regulation (EC) No. 1907/2006, OJ EU of 30.12.2006) - hereinafter referred to as "REACH" - are complied with, in particular that the pre-registration and registration is carried out in due time. Weihe GmbH is in no case obliged to carry out the (pre-) registration. The SUPPLIER is aware that the products cannot be used if the requirements of REACH are not completely and properly fulfilled.

6. in addition, the SUPPLIER shall comply with all statutory and official regulations on environmental protection when fulfilling its contractual obligations.

7. the SUPPLIER fully indemnifies Weihe GmbH from all consequences, in particular from damages of Weihe GmbH from claims of third parties against Weihe GmbH, which result from the fact that the SUPPLIER has culpably not complied with or fulfilled the above provisions of clauses 21.6 and 21.7, not completely or not in time.

XXII MISCELLANEOUS

Applicable law and jurisdiction The CONTRACT is governed by German law to the exclusion of the conflict of laws. Weihe GmbH and the SUPPLIER expressly agree that the UN Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply to this CONTRACT. Nothing contained in these PURCHASE CONDITIONS shall limit the rights of Weihe GmbH under applicable law. The place of jurisdiction is Kiel. Weihe GmbH reserves the right to sue the SUPPLIER at its place of business.

2. assignment

Any attempt to assign, transfer or delegate any rights, duties or obligations under this Agreement to any third party without the prior written consent of the other party shall defeat such attempt.

3. waiver of rights

The non-exercise of rights by Weihe GmbH or the SUPPLIER does not constitute a waiver of these rights and cannot be regarded as a forfeiture of these rights.

XXIII Out-of-court dispute resolution

1. in the event of disputes arising from the delivery, the two parties initially now undertake to hold a conciliation hearing at the conciliation office of the Kiel Chamber of Industry and Commerce in order to achieve an out-of-court settlement of the dispute before filing a lawsuit.

2. in the event of disputes over questions of fact, the two parties initially now undertake to clarify the dispute by an arbitrator appointed by the Kiel Chamber of Industry and Commerce before filing a lawsuit.

If one or more parties reject this procedure a priori, the rejecting parties shall bear the costs of contentious proceedings, irrespective of whether they prevail.



The conduct of court proceedings is only permissible,

- a. if a Party declares the mediation to have failed in writing to the mediator and the other Party after the first joint mediation session,
- b. if more than two months have passed since receipt of the request for mediation without a joint mediation session having taken place,
- c. or the conflict is not finally resolved within two months after the first mediation session.