

General Terms and Conditions of Purchase of ABL-TECHNIC Entlackung GmbH

1. Scope of application, form

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as "**GTCP**") shall apply to all business relationships between ABL-TECHNIC Entlackung GmbH, Beim Hammerschmied 4-6, D-88299 Leutkirch (hereinafter referred to as "**ABL**") and its Suppliers and business partners (hereinafter referred to as "**Supplier**"; ABL and Supplier hereinafter each individually also a "**Party**" and jointly "**Parties**"). The GTCP shall only apply if the Supplier is an entrepreneur (section 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2 These GTCP shall apply in particular to contracts for the purchase of (i) movable goods ("goods") and (ii) **services** (hereinafter referred to as "**services**"; (i) and (ii) hereinafter together also referred to as the "**contractual performance(s)**"), irrespective of whether the Supplier manufactures/provides the contractual performance itself or procures it from third parties (sections 433, 650 BGB). Unless otherwise agreed, these GTCP shall apply in the version valid at the time of ABL's order, in any case in the version last notified to the Supplier in text form, as a framework agreement also for similar future contracts, without ABL having to refer to the validity of these GTCP again in each individual case.
- 1.3 These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall only become part of the contract if and to the extent that ABL has expressly consented to their application in writing, i.e. in written or text form (e.g. letter or e-mail). This requirement of consent shall apply in any case, e.g. even if ABL accepts or pays for a contractual performance without reservation in the knowledge of the Supplier's general terms and conditions. Similarly, any previously agreed contractual terms and conditions of the Supplier that conflict with or supplement these GTCP shall no longer be recognised and shall cease to apply by mutual agreement upon acceptance of these GTCP.
- 1.4 Individual agreements made with the Supplier in individual cases (including ancillary agreements, supplements and amendments) shall take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by a contract or confirmation from ABL in writing or text form (e.g. letter or e-mail).
- 1.5 Legally relevant declarations and notifications by the Supplier (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing or text form (e.g. letter or e-mail). Legal formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

- 1.6 References to the applicability of statutory provisions shall only have clarifying significance. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Conclusion of contract

- 2.1 Offers of the Supplier are binding upon receipt by ABL and can be accepted by ABL within a period of two (2) weeks.
- 2.2 The Supplier may accept orders from ABL within one (1) week as of receipt by the Supplier. Acceptance of the order by the Supplier can be made by signing the order or by order confirmation. The Supplier shall send a signed copy of the order or the order confirmation to ABL. If the Supplier does not confirm an order from ABL in writing, the unconditional delivery or performance of the contractual performance by the Supplier shall be deemed to be acceptance of the order.
- 2.3 ABL rejects changes to an order by the Supplier. They constitute a counter-offer by the Supplier, which always requires express acceptance by ABL in writing or text form.
- 2.4 The Supplier must notice ABL of obvious errors (e.g. spelling and calculation errors) and incompleteness of ABL's order including the order documents for the purpose of correction or completion before acceptance by the Supplier; otherwise the contract shall be deemed not to have been concluded.

3. Prices, terms of payment

- 3.1 The prices stated in a ABL order are binding and apply to the contractual performance provided by the Supplier within the scope of this order. Unless otherwise agreed, all prices are fixed prices plus statutory VAT.
- 3.2 The prices include the contractual performances as well as all ancillary services and ancillary costs of the Supplier (in particular proper packaging, customs, transport costs including any transport and liability insurance, any costs of travel to and from the place of performance including accommodation costs and expenses, allowances for overtime, late work, night work, work on Sundays and public holidays, hardship allowances), unless otherwise agreed in the individual case.
- 3.3 Payments by ABL shall be made within 30 calendar days after complete performance - including any agreed acceptance (*Abnahme*) - and receipt of a meaningful, verifiable and comprehensible invoice. Invoices must always state ABL's order number, which the Supplier received when ABL placed the order. If ABL makes payments within 14 calendar days, the Supplier shall grant ABL 3% discount on the net amount of the invoice.
- 3.4 In the case of bank transfers, payments by ABL shall be deemed to have been made on time if the transfer order is received by the bank before the expiry of the payment deadline. ABL is not responsible for delays caused by the banks involved in the payment process.
- 3.5 ABL does not owe any interest resulting only from exceeding the due date. The statutory provisions shall apply to default in payment.

- 3.6 ABL shall be entitled to rights of set-off and retention as well as the defence of non-performance of the contract (*Einrede des nicht erfüllten Vertrags*) to the extent provided by law. In particular, ABL shall be entitled to withhold payments as long as ABL is still entitled to claims against the Supplier arising from incomplete or defective performance.

4. General performance obligations of the Supplier

- 4.1 The Supplier shall always perform the contractual performances in a professional manner, in compliance with the generally recognised rules and the current state of science and technology as well as the statutory regulations, guidelines and technical standards at the time of performance.
- 4.2 All contractual performances shall be provided at the agreed time and place of performance.
- 4.3 The goods delivered by the Supplier must comply with the laws and regulations applicable at the time of manufacture of the goods at the intended place of use of the goods, but at least with the applicable laws and regulations of the Federal Republic of Germany and the European Union.
- 4.4 Unless otherwise agreed, the Supplier shall ensure that the contractual performances comply with all relevant requirements for placing on the market in the European Union and the European Economic Area. The Supplier shall prove at its own expense the conformity of the goods in accordance with the relevant statutory provisions by means of suitable evidence, in particular certificates or expert opinions of qualified experts.
- 4.5 The Supplier shall deploy sufficiently qualified personnel in the fulfilment of the contractual performance. The Supplier may only use third parties (subcontractors) for the provision of performances with the prior written consent of ABL. Subcontractors shall act as vicarious agents of the Supplier.
- 4.6 The Supplier is obliged to inform ABL of any authorisation requirements for (re-)exports of its goods in accordance with German and European export and customs regulations, the export and customs regulations of the EEA and the country of origin of its goods. It shall notify ABL in writing of all foreign trade data relating to the goods and their components in good time before delivery of the goods.

5. Factory acceptance

- 5.1 If the delivered goods are a production plant (hereinafter "plant"), a preliminary acceptance (factory acceptance, *Werksabnahme*) shall take place prior to delivery of the plant in accordance with the following provisions, unless otherwise agreed in the individual case.
- 5.2 The factory acceptance shall take place at the agreed location, usually at the Supplier's factory.
- 5.3 The factory acceptance is not an acceptance in the legal sense and has no legal consequences. In particular, ABL's warranty rights are not affected by the factory

acceptance. As far as possible, the system will be completely assembled for the factory acceptance.

- 5.4 During factory acceptance, the essential functions of the system are checked. As far as possible, a test run of the system takes place during the factory acceptance, during which the performance of the system is simulated and the behaviour of the system is checked.

6. Delivery, transfer of risk, default of acceptance

- 6.1 Unless otherwise agreed in individual cases, deliveries shall be made DDP (Delivered Duty Paid, Incoterms 2020) to the destination place specified in ABL's order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to the following address of ABL: ABL-TECHNIC Entlackung GmbH, Beim Hammerschmied 4-6, D-88299 Leutkirch. The respective place of destination is also the place of performance for the delivery and any subsequent performance.
- 6.2 Each delivery shall be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity) and ABL's order number. If the delivery note is missing or does not contain the aforementioned information, ABL shall not be responsible for any delays in processing and payment resulting therefrom. Separately from the delivery note, the Supplier shall send ABL a corresponding dispatch note with the same content when the goods are dispatched.
- 6.3 In the case of software products, the Supplier shall also provide ABL with the complete (system and user) documentation upon request. In the case of software specially created for ABL, the source code must also be supplied.
- 6.4 The Supplier is not entitled to make partial and/or advance deliveries without the prior express written consent of ABL. The Supplier shall bear any higher costs caused by partial deliveries and/or advance deliveries, provided that the partial deliveries and/or advance deliveries are not initiated by ABL.
- 6.5 Insofar as an acceptance (*Abnahme*) has been agreed or the contractual performance is a work performance under a contract for work, the acceptance shall be decisive for the transfer of risk. The acceptance shall be governed by the provisions in section **Fehler! Verweisquelle konnte nicht gefunden werden.**
- 6.6 Upon request, the Supplier shall take back to ABL the packaging used by it at its own expense and risk. ABL is entitled to return and send the packaging used by the Supplier to the Supplier at the Supplier's expense.
- 6.7 The statutory provisions shall apply to the occurrence of default in acceptance. However, the Supplier must also expressly offer its performance to ABL if a specific or determinable calendar time has been agreed for an action or cooperation by ABL (e.g. provision of information). If ABL is in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (section 304 BGB). If the contract relates to a delivered goods to be manufactured by the Supplier and to be determined in trade by number, measure or weight (individual production), the Supplier

shall only be entitled to further rights if ABL undertakes to cooperate and is responsible for the failure to cooperate.

7. Dates and deadlines, default

- 7.1 Agreed dates and deadlines for the performance of services or the delivery of goods are binding. The time of receipt of the goods at the respective place of destination (cf. Clause 6.1) is decisive for the question of whether the delivery was on time.
- 7.2 If the Supplier is unable to meet agreed dates or deadlines, it must inform ABL immediately, stating the reasons and the expected duration of the delay.
- 7.3 If the Supplier is in default with deliveries or services, it shall owe ABL - without prejudice to any other rights - a contractual penalty of 0.2 per cent of the net price of the goods or services in default for each working day of default. "Working days" within the meaning of these GTCP are all days from Monday to Saturday with the exception of public holidays at ABL's registered office. The contractual penalty claim is limited in total to 5 per cent of the net price of the goods or services in default. The contractual penalty shall be set off against any damage caused by default in excess thereof; the assertion of further claims for damages in addition to the contractual penalty shall remain unaffected.
- 7.4 If the Supplier is in default with its deliveries or services, ABL shall have the right to withdraw from the contract and terminate the contract under the statutory conditions.

8. Assembly and commissioning

Insofar as the assembly and/or commissioning of a plant by the Supplier has been agreed, the following provisions shall apply:

8.1 Assembly

- 8.1.1 The Supplier shall assemble the plant at the agreed location. Unless otherwise agreed, the Supplier shall assemble the plant entirely with its own personnel.
- 8.1.2 The Supplier must notify ABL of the end of the assembly of the system so that the preparatory work for the commissioning of the system can be started. When the end of assembly is notified, the system must be completely assembled, any software must be installed and all preliminary settings, such as checking the direction of rotation of motors, calibrating scales, checking the function of valves, interface functions, must have been made.

8.2 Commissioning

- 8.2.1 The Supplier shall commission the plant in the presence of ABL after successful assembly. He shall notify ABL in good time of his readiness for commissioning.
- 8.2.2 The commissioning of the system includes all checks, adjustments, test runs and tests of the system that are necessary after the installation has been completed in order to achieve the functional capability of the system.

8.2.3 The Supplier shall be responsible for the management and successful execution of the commissioning, in particular in terms of plant engineering and process engineering.

8.2.4 ABL shall provide any cooperation required for commissioning.

9. Acceptance

9.1 If the contractual performances are works services or if acceptance (*Abnahme*) has been agreed, the Supplier shall notify ABL in writing of the completion of the contractual performance, hand them over or make them available for acceptance and agree an acceptance date with ABL.

9.2 If no binding acceptance date has been agreed, acceptance shall take place within three (3) weeks after ABL has received the Supplier's notification of completion of the contractual performance and the Supplier has requested ABL to accept.

9.3 Insofar as agreed or necessary for the verification of the contractual performances, an acceptance test shall take place prior to acceptance of a contractual performance. Unless otherwise agreed, the Supplier shall prove the proper operational capability of a system by means of a test run of the system.

9.4 Acceptance must be made in writing, usually in the form of a protocol. The unconditional payment of contractual performances by ABL does not constitute acceptance or a waiver of acceptance.

9.5 The provisions of this clause 9 shall apply accordingly to partial acceptances. If partial acceptances have been agreed, these shall be made exclusively subject to the reservation of the overall acceptance. If partial acceptances have been made, the Supplier shall notify ABL in writing of the final completion of the contractual performances and request ABL to carry out the final acceptance.

10. Initial sampling

10.1 If the Supplier delivers products which are produced under series conditions, a full inspection must be carried out on the initial samples (so-called initial sampling).

10.2 The product and delivery specifications, quality features and other agreed quality characteristics agreed between ABL and the Supplier shall be evidenced by Supplier's initial sampling including the required documentation such as safety data sheet, technical data sheet, delivery specification and analysis certificate / factory test certificate in due time.

11. Retention of title

11.1 The Supplier unconditionally transfers the ownership of the goods to ABL and without regard to payment of the price.

11.2 If, however, ABL accepts in an individual case an offer of the Supplier for transfer of ownership conditional on payment of the purchase price, the Supplier's retention of title shall expire at the latest upon payment of the purchase price for the goods delivered. Even

in the event of an existing retention of title, ABL shall remain authorised to resell the goods in the ordinary course of business prior to payment of the purchase price, with advance assignment of the claim arising therefrom. This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

12. Warranty, obligations to examine and give notice of defects

- 12.1 ABL's warranty rights against the Supplier shall be governed by the statutory provisions, unless otherwise stipulated below.
- 12.2 The Supplier warrants to ABL that the contractual performances (a) correspond to the contractually agreed quality - insofar as no specific quality criteria have been agreed, they are at least of customary quality, (b) are free of defects and of unrestricted marketability (in particular with regard to materials, design and processing), (c) are free of third-party rights, (d) do not violate any laws, and (e) are suitable and sufficient for the purposes intended in the order. In any case, those product and service descriptions which are the subject matter of the respective contract by designation or reference in an order or which have been incorporated into the contract in the same way as these GTCP shall be deemed to be an agreement on quality. It is irrelevant whether the product or service description originates from ABL, from the Supplier or from a third party.
- 12.3 ABL has the right to choose the type of subsequent performance. The Supplier may refuse the type of subsequent performance chosen by ABL if this type is only possible at disproportionate cost. If the Supplier fails to fulfil its obligation of subsequent performance within a reasonable period set by ABL, ABL may, in addition to its statutory warranty rights, remedy the defect itself (self-performance) and demand reimbursement from the Supplier of the expenses required for this purpose. ABL may demand a reasonable advance payment from the Supplier for the expenses necessary to remedy the defect.
- 12.4 Insofar as the goods have been installed or fitted in/on another item in accordance with their nature and intended use, subsequent performance shall also include the removal of the defective goods and their re-installation. ABL's claim for reimbursement of corresponding expenses remains unaffected.
- 12.5 Subsequent performance shall take place within five (5) working days from the request for subsequent performance, unless a longer period for subsequent performance is reasonable or mandatory in the individual case.
- 12.6 The limitation of warranty claims shall be governed by the statutory provisions.
- 12.7 The statutory provisions on the duty to inspect and give notice of defects (sections 377, 381 HGB) shall apply with the following proviso: ABL's duty to inspect shall be limited to defects which become apparent during the incoming goods inspection by means of external examination of the goods and the delivery documents (e.g. transport damage, wrong and short deliveries) or which are identifiable during a quality inspection by means of random sampling. The obligation to give notice of defects discovered later remains unaffected. Notwithstanding ABL's duty to examine, a complaint (notice of defect) shall be deemed to

have been made without undue delay and in good time if it is sent by ABL within seven (7) working days as of discovery or, in the case of obvious defects, as of delivery. This clause **Fehler! Verweisquelle konnte nicht gefunden werden.** shall not apply if acceptance (*Abnahme*) has been agreed or the parties have concluded a contract for work.

13. Liability, indemnification

- 13.1 The Supplier's liability shall be governed by the statutory provisions.
- 13.2 The Supplier shall indemnify ABL against all claims made against ABL by third parties on the basis of a culpable breach of duty by the Supplier. The Supplier shall indemnify ABL in particular, but without limitation,
- 13.2.1 against all claims made by third parties against ABL due to the infringement of industrial property rights by the contractual performances;
- 13.2.2 against all claims arising from a breach by the Supplier or Supplier's subcontractor of obligations to pay minimum wages, collectively agreed wages, payment of taxes or social security contributions.
- 13.3 The indemnity pursuant to para. **Fehler! Verweisquelle konnte nicht gefunden werden.** shall be made on first demand. The Supplier shall reimburse ABL for all necessary expenses in connection with a claim pursuant to para. **Fehler! Verweisquelle konnte nicht gefunden werden.** (in particular court costs, lawyers' fees, other consulting or expert costs). This shall not apply insofar as the Supplier proves that it is neither responsible for the breach of duty nor should have been aware of the breach of duty at the time of delivery of the goods or at the time of performance of the service if it had exercised due commercial care.

14. Product safety and product liability

- 14.1 The Supplier's products must not endanger the safety and health of persons or the environment when used as intended.
- 14.2 The Supplier must ensure that the information necessary for the safe handling and use of its products is available.
- 14.3 In the case of hazardous substances or if required by law, product safety must be assessed by the Supplier as part of a risk analysis. The results of the risk analysis must be documented by the Supplier. The risk analysis must be made available to ABL.
- 14.4 The Supplier shall be responsible for all claims asserted by third parties for personal injury or property damage attributable to defective products supplied by the Supplier.
- 14.5 If ABL is obliged by official order or for safety reasons to carry out a product recall vis-à-vis third parties due to a defect in a product supplied by the Supplier, the Supplier shall bear all costs associated with the product recall. ABL shall inform the Supplier in good time of the content and scope of recall measures - insofar as this is possible and reasonable - and give the Supplier the opportunity to comment. Further legal claims remain unaffected.

- 14.6 The Supplier shall maintain product liability insurance at its own expense with a sum insured of EUR 10,000,000.00 per case of damage. The product liability insurance need not cover the recall risk or punitive or similar damages, unless otherwise agreed in the individual case. The insurance must be taken out with individual insurers or with an insurance company of impeccable repute. The insurance must entitle ABL to assert claims directly against the insurer. The Supplier shall provide ABL with a copy of the liability policy at any time upon ABL's request.

15. Compliance with the Reach Regulation

- 15.1 Insofar as the Supplier is a Supplier within the meaning of Art. 3 No. 32 REACH-VO (Regulation (EG) 1907/2006), it shall fulfil all obligations which it has with regard to the delivery of the product under the REACH-VO. In particular, in all cases of Art. 31 (1) to (3) of the REACH-VO, it shall provide ABL with a safety data sheet in accordance with Art. 31 of the REACH-VO in the language of the recipient country and shall fulfil its duty to provide information in accordance with Art. 32 of the REACH-VO for substances as such and in mixtures for which no safety data sheet is required.
- 15.2 The Supplier undertakes to ensure that all substances contained in the goods are effectively registered in accordance with the relevant requirements of the REACH Regulation for the use notified by ABL, unless they are exempt from the obligation to register, and that they are authorised where necessary. This applies accordingly to substances released from articles within the meaning of Article 7 of the REACH Regulation.
- 15.3 The Supplier shall inform ABL without delay insofar as components of goods supplied by the Supplier contain a substance in a concentration of more than 0.1% by mass (w/w) which fulfils the criteria of Articles 57 and 59 of the REACH Regulation and/or is listed in Annex XIV of the REACH Regulation. The same applies to packaging.

16. Conflict-free raw materials

- 16.1 Conflict resources within the meaning of this regulation are mineral resources such as metals and minerals (e.g. tungsten, tantalum, gold, tin, etc.) that are extracted in conflict regions or high-risk areas in violation of human rights, international humanitarian law or international law.
- 16.2 The Supplier is obliged not to process any conflict raw materials in its products.
- 16.3 The Supplier shall prove to ABL by means of suitable documents that its products do not contain any conflict raw materials..

17. Supplier recourse

- 17.1 ABL shall be entitled to the statutory recourse claims within a supply chain (sections 445a, 445b, 478 BGB) in addition to the warranty claims without restriction.
- 17.2 Before ABL acknowledges or fulfils a warranty claim asserted by its customers, ABL shall notify the Supplier, succinctly stating the facts, and request a written statement. If a substantiated statement is not made by the Supplier within a reasonable period and if no

amicable solution is reached between ABL and the Supplier, the warranty claim actually granted by ABL shall be deemed to be owed to ABL's customer. In this case, the Supplier shall be responsible for proving the contrary. If ABL fails to notify the Supplier in advance in accordance with para. **Fehler! Verweisquelle konnte nicht gefunden werden.** sentence 1, ABL shall be entitled to the statutory rights of recourse against the Supplier.

- 17.3 The claims arising from Supplier recourse shall also apply if the defective goods have been further processed by ABL or another entrepreneur.

18. Securing property, ordering materials

- 18.1 ABL reserves the title and copyright to orders placed by ABL and to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier (together the "ABL Documents"). The Supplier may not make the ABL documents available to third parties or use or reproduce them itself or through third parties without the express consent of ABL.

- 18.2 The following provisions shall apply to materials such as raw materials, tools and other means (hereinafter collectively referred to as "auxiliary means") which ABL makes available to the Supplier within the scope of a contract or which are manufactured for contractual purposes and are charged separately to ABL by the Supplier:

18.2.1 The auxiliary means remain the property of ABL; in the case of auxiliary means manufactured by the Supplier and invoiced separately, the Supplier shall transfer ownership to ABL at the earliest possible time, at the latest when the auxiliary means are paid by ABL.

18.2.2 The Supplier shall mark the auxiliary means as the property of ABL, keep them in safe custody, insure them to a reasonable extent against damage of any kind and use them only for the purposes of the contract.

18.2.3 The costs of maintaining the auxiliary means shall be borne by the Parties in equal parts, unless otherwise agreed. However, insofar as costs are attributable to defects in the auxiliary means manufactured by the Supplier or to improper use by the Supplier, its employees or other vicarious agents, the costs shall be borne solely by the Supplier. The Supplier shall inform ABL immediately of any damage to the auxiliary means that is not merely insignificant. Upon ABL's request, the Supplier is obliged to return the auxiliary means to ABL in proper condition if they are no longer required by the Supplier to fulfil its contractual obligations towards ABL.

18.2.4 Any processing, mixing or combination (further processing) of auxiliary means by the Supplier shall be carried out for ABL.

19. Spare parts

- 19.1 The Supplier is obliged to keep spare parts for the goods delivered to ABL in sufficient quantity. This obligation shall exist irrespective of the continuation and reasons for termination of a contract between the Parties for a period of ten (10) years after termination or fulfilment of the relevant contract (hereinafter the "Spare Parts Period"), unless the

continued supply is demonstrably objectively unreasonable for the Supplier; clause **Fehler! Verweisquelle konnte nicht gefunden werden.** remains unaffected.

- 19.2 The Supplier shall give ABL the opportunity to place a final order in good time, but no later than six (6) months before the end of the Spare Parts Period. The same shall apply if it becomes apparent to the Supplier during the Spare Parts Period that it will no longer be possible for it to supply for the duration of the Spare Parts Period and the Supplier cannot offer ABL any other reasonable supply options (e.g. the supply of technically and qualitatively equivalent goods). The Supplier shall immediately notify ABL in writing of any termination of the supply option during the Spare Parts Period, without releasing the Supplier from any claims for damages.
- 19.3 After the end of the Spare Parts Period, the Supplier shall hand over to ABL on request the technical information and documents necessary for the production of the spare parts and shall grant ABL the necessary non-exclusive rights of use to any existing industrial property rights (including copyrights and know-how) of the Supplier. These rights of use include the right to production by third parties for ABL. The foregoing shall also apply prior to the end of the Spare Parts Period if it can be proven that supply is no longer possible or objectively unreasonable for the Supplier. The aforementioned services are compensated with the prices agreed for the spare parts deliveries.

20. Quality assurance, auditing

- 20.1 The Supplier shall set up and maintain a documented quality assurance system which is suitable in terms of type and scope and which corresponds to the state of the art. The Supplier shall oblige its suppliers, subcontractors and other sub-suppliers to have a corresponding quality assurance system; if this is not possible, the Supplier shall ensure the quality in the company of the sub-supplier by taking suitable measures. The following standards - depending on the trade and service - shall be deemed suitable quality assurance systems: ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, IATF 16949. The Supplier shall keep records, in particular of its quality inspections, and make them available to ABL upon request.
- 20.2 ABL is entitled, after prior agreement of a date with the Supplier, to determine by means of audits at the Supplier's premises whether the Supplier's quality assurance measures guarantee ABL's requirements. For this purpose, the Supplier shall grant ABL or a person appointed by ABL (auditor) unhindered access to all relevant areas during normal operating and business hours, as well as inspection of all quality-relevant documents.
- 20.3 The Supplier is obliged to obtain a contractual promise from its sub-supplier that the Supplier will have the same audit rights towards its sub-supplier as described in section **Fehler! Verweisquelle konnte nicht gefunden werden.** Upon ABL's request, the Supplier must carry out a corresponding audit at its sub-supplier or enable ABL to carry out audits at the sub-supplier's premises in order to check the quality assurance system there.
- 20.4 ABL and the auditor are entitled to make copies of the quality-relevant documents in consultation with the Supplier and to take these with them. In doing so, reasonable

restrictions of the Supplier to safeguard its trade secrets are accepted. The Supplier shall in particular grant ABL insight into the production processes within the scope of an audit.

21. Environment, Social and Governance (ESG)

21.1 ABL is aligned with the guiding principle of sustainable development and observes internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights as well as for responsible corporate governance (hereinafter "**ESG standards**").

21.2 The Supplier is obliged to comply with the ESG standards.

21.2.1 In particular, the Supplier shall maintain and actively develop systems or processes for occupational health and safety. The Supplier shall create and maintain fair working conditions for its employees, in particular granting its employees the right to rest and recuperation. The Supplier shall offer its employees fair remuneration and appropriate benefits.

21.2.2 In particular, the Supplier shall maintain and actively develop systems or processes for environmental protection; among other things, the Supplier shall establish tools for determining the carbon footprint of individual products in its company in the medium term and make them available to ABL upon request.

21.3 The Supplier shall encourage its sub-suppliers to comply with corresponding ESG standards and oblige them to do so as far as possible. ABL is entitled to check the Supplier's sustainability level by means of a requested self-assessment (e.g. online, written questionnaire, etc.) or by means of an on-site audit carried out by ABL or a third party.

22. Secrecy

22.1 The Supplier is obliged to keep ABL's confidential information strictly confidential. "Confidential Information" means, in particular, trade and business secrets, know-how, technical data, software (including source text and machine code), drawings, samples, specifications, data sheets, technical reports, maintenance manuals, marketing and sales methods, designs, instructions, methods of operation, work procedures, strategies, technologies, information, identity of and information concerning employees, customers, suppliers, subcontractors, distributors and agents, information relating to ABL's business, ABL's customers, ABL's parent companies, subsidiaries and affiliates, personal data of any natural person in ABL's employment, and any information that is marked or deemed by its nature to be secret.

22.2 The Supplier is obliged

- a. to keep all Confidential Information of ABL strictly secret, to treat it as strictly confidential and to use it exclusively in connection with the performance of the contract with ABL,
- b. to disclose ABL's confidential information only to those persons employed by or working for the Supplier who rely on knowledge of such information for the

performance of its obligations under the contract with ABL, provided that the Supplier ensures that such persons comply with the obligations under this clause 22 as if they were themselves bound by them; and

- c. to take reasonable measures to protect ABL's Confidential Information and to prevent disclosure, unauthorised access and use of ABL's Confidential Information; the Supplier shall – without limiting the foregoing - take at least such measures as it takes to protect its own Confidential Information of a similar nature, but no less than generally reasonable measures to observe due care required in the course of trade.

22.3 The aforementioned duty of confidentiality shall not apply if and to the extent that the Supplier proves that (i) the information was already public knowledge at the time of receipt or became public knowledge after the time of receipt through no fault of its own, (ii) the information was already known to the Supplier at the time of receipt, (iii) the information was lawfully made accessible to the Supplier by third parties, (iv) ABL has consented to the disclosure, (v) the recipient of the Confidential Information is under a professional duty of confidentiality, or (vi) the Supplier is obliged to disclose ABL's Confidential Information in the context of legal proceedings or other official proceedings. In the latter case, the Supplier shall inform ABL without undue delay and, to the extent permitted by law, assist ABL in preventing or limiting the disclosure.

22.4 The Supplier shall return ABL's Confidential Information to ABL upon request, but no later than after termination of the contract with ABL, without being requested to do so and with the written confirmation not to retain any copies, unless ABL has expressly permitted further use. All files or other forms of storage shall be permanently deleted with the proviso that copies necessary for documentation purposes and information on the regular data backup are not covered by this. These shall continue to be subject to confidentiality.

22.5 The confidentiality obligation shall not end through termination of the contract, but shall remain in force for a period of ten (10) years.

22.6 The Supplier is not permitted to name ABL as a reference without ABL's prior written consent.

23. Compliance

23.1 Within the framework of the business relationship with ABL, the Supplier shall comply with the relevant statutory provisions applicable to it. The Supplier shall in particular

23.1.1 not offer or grant benefits in business dealings or dealings with public officials, or demand or accept benefits that violate applicable anti-corruption regulations;

23.1.2 comply with applicable laws with regard to fraud and bribery;

23.1.3 not enter into any agreements or concerted practices with other companies which effect the prevention, restriction or distortion of competition in accordance with the applicable antitrust regulations;

- 23.1.4 comply with the respective applicable laws regulating the general minimum wage; upon request, the Supplier shall provide evidence of compliance with the above assurance;
- 23.1.5 comply with the applicable legal regulations on the treatment of employees, environmental protection and occupational safety and work to reduce adverse effects on people and the environment in its activities.
- 23.2 The Supplier shall make all reasonable efforts to safeguard that third parties (sub-suppliers, subcontractors) engaged by the Supplier comply with the obligations contained in this clause **Fehler! Verweisquelle konnte nicht gefunden werden..**

24. Commitment to the protection of human rights and the environment

- 24.1 ABL is committed to complying with the prohibitions on the protection of human rights specified in clause **Fehler! Verweisquelle konnte nicht gefunden werden.** and the prohibitions on the protection of the environment specified in clause 5.3.
- 24.2 The Supplier undertakes to comply with the following human rights-related prohibitions:
- 24.2.1 The prohibition of the employment of a child below the age at which compulsory education ends under the law of the place of employment, provided that the age of employment shall not be less than 15 years; if the law of the place of employment, in accordance with International Labour Organisation Convention No. 138 (BGBl. 1976 II pp. 201, 202), permits children of a lower minimum age to be employed, that minimum age shall apply;
- 24.2.2 The prohibition of the worst forms of child labour for children under the age of 18, which includes in particular the following forms of child labour according to Article 3 of Convention No. 182 of the International Labour Organisation (BGBl. 2001 II pp. 1290, 1291): (i) all forms of slavery or practices similar to slavery, such as the sale of children and trafficking in children; (ii) the use, procuring or offering of a child for prostitution; (iii) the use, procuring or offering of a child for illicit activities such as drug trafficking; and (iv) work which, by its nature or the circumstances in which it is carried out, is likely to be harmful to the health, safety or morals of children;
- 24.2.3 The prohibition of the employment of persons in forced labour, which includes any work or service which is required from a person under threat of punishment and for which he or she has not made himself or herself available voluntarily; exempt from forced labour are work or services which are in conformity with Art. 2, para. 2, of Convention No. 29 of the International Labour Organisation (BGBl. 1956 II pp. 640, 641) or Article 8 b and c of the International Covenant on Civil and Political Rights of 19 December 1966 (BGBl. 1973 II pp. 1533, 1534);
- 24.2.4 The prohibition of all forms of slavery, slave-like practices, servitude or other forms of domination or oppression in the workplace environment, such as extreme economic or sexual exploitation and humiliation;

- 24.2.5 The prohibition of disregarding the occupational health and safety obligations applicable under the law of the place of employment if this creates the risk of accidents at work or work-related health hazards;
- 24.2.6 The prohibition of disrespect for the freedom of association, which provides that (i) workers may freely form or join trade unions, (ii) the formation, joining and membership of a trade union may not be used as a reason for unjustified discrimination or retaliation, and (iii) trade unions may operate freely and in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining;
- 24.2.7 The prohibition of unequal treatment in employment, for example on the grounds of national and ethnic origin, social origin, health status, disability, sexual orientation, age, gender, political opinion, religion or belief, unless this is justified by the requirements of the employment; unequal treatment includes, in particular, the payment of unequal remuneration for work of equal value;
- 24.2.8 The prohibition of withholding a reasonable wage; the reasonable wage shall be at least the minimum wage determined by the applicable law and shall otherwise be determined by the law of the place of employment;
- 24.2.9 The prohibition of causing harmful soil change, water pollution, air pollution, harmful noise emission or excessive water consumption that (i) significantly affects the natural basis for the preservation and production of food, (ii) denies a person access to safe drinking water, (iii) impedes or destroys a person's access to sanitation, or (iv) damages a person's health;
- 24.2.10 The prohibition of unlawful eviction and the prohibition of unlawful deprivation of land, forests and waters in the acquisition, development or other use of land, forests and waters, the use of which secures the livelihood of a person;
- 24.2.11 The prohibition of hiring or use of private or public security forces to protect the enterprise's project if, due to lack of instruction or control by the enterprise, the use of the security forces (i) violates the prohibition of torture and cruel, inhuman or degrading treatment, (ii) causes injury to life or limb, or (iii) interferes with the freedom of association and labour;
- 24.2.12 The prohibition of a behaviour exceeding the limits set out in sections **Fehler! Verweisquelle konnte nicht gefunden werden.** to **Fehler! Verweisquelle konnte nicht gefunden werden.** which is directly capable of impairing a protected legal position in a particularly serious manner and the unlawfulness of which is obvious on a reasonable assessment of all the circumstances in question.
- 24.3 The Supplier undertakes to comply with the following environmental prohibitions:
- 24.3.1 The ban on the production of mercury-added products pursuant to Art. 4 para. 2 and Annex A Part I of the Minamata Convention of 10 October 2013 (BGBl. 2017 II pp. 610, 611), the ban on the use of mercury and mercury compounds in manufacturing processes within the meaning of Art. 5 para. 2 and Annex B Part I of the

Minamata Convention as of the phase-out date specified for the respective products and processes in the Convention, the prohibition of the treatment of mercury waste contrary to Art. 11 para. 3 of the Minamata Convention;

- 24.3.2 The prohibition of the production and use of chemicals according to Art. 3 para. 1 a) and Annex A of the Stockholm Convention of 23 May 2001 (BGBl. 2002 II p. 803, 804, hereinafter "**POPs Convention**") as well as the prohibition of environmentally hazardous handling, collection, storage and disposal of wastes according to the regulations in force in the applicable jurisdiction under the provisions of Art. 6 para. 1 d) items i) and ii) of the POPs Convention;
- 24.3.3 The prohibition of the export of hazardous wastes within the meaning of Art. 1 para. 1 and other wastes within the meaning of Art. 1 para. 2 of the Basel Convention of 22 March 1989 (BGBl. 1994 II pp. 2703, 2704) (Basel Convention),
- a. to a party of the Basel Convention that has prohibited the import of such hazardous and other wastes (Art. 4 para. 1 letter b of the Basel Convention),
 - b. to an importing State within the meaning of Art. 2 No. 11 of the Basel Convention which has not given its written consent to the specific import, if that importing State has not prohibited the import of that hazardous waste (Art. 4 para. 1 letter c of the Basel Convention),
 - c. into a non-party to the Basel Convention (Art. 4 para. 5 of the Basel Convention),
 - d. to an importing State if such hazardous waste or other waste is not managed in an environmentally sound manner in that State or elsewhere (Art. 4 para. 8 sentence 1 of the Basel Convention);
- 24.3.4 The prohibition of exports of hazardous waste from countries listed in Annex VII to the Basel Convention to countries not listed in Annex VII (Art. 4A of the Basel Convention, Art. 36 of Regulation (EG) No 1013/2006);
- 24.3.5 The prohibition of the import of hazardous wastes and other wastes from a non-party to the Basel Convention (Art. 4 para. 5 of the Basel Convention).
- 24.4 The Supplier shall contractually oblige its sub-suppliers to comply with the prohibitions defined in clauses 25.2 and 25.3; if this is not possible, the Supplier shall ensure compliance with the prohibitions at the sub-supplier by taking suitable measures. The Supplier shall obtain a contractual promise from its sub-suppliers that they will require their sub-suppliers in the supply chain to comply with the prohibitions set out in Sections. **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.**
- 24.5 ABL shall be entitled, after prior coordination of dates with the Supplier, to assess by means of on-site audits at the Supplier's premises whether the Supplier has complied with the prohibitions pursuant to clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** For this purpose, the Supplier shall grant ABL or a person appointed by ABL (auditor) unhindered access to all

relevant areas during normal operating and business hours, as well as inspection of all relevant documents. ABL and the auditor are entitled to make copies of the relevant documents in consultation with the Supplier and to take these with them. In doing so, reasonable restrictions of the Supplier to safeguard its trade secrets are accepted.

- 24.6 The Supplier shall obtain a contractual promise from its sub-supplier ensuring that the Supplier will have the same audit rights with its sub-supplier as described in para. **Fehler! Verweisquelle konnte nicht gefunden werden.** Upon ABL's request, the Supplier must carry out a corresponding audit at its sub-supplier or enable ABL to carry out on-site audits at the sub-supplier's premises in order to verify compliance with the prohibitions pursuant to clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.**
- 24.7 If the Supplier violates its obligations under sec. **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** ABL may set the Supplier a reasonable period of time within which the Supplier must remedy the breach of the prohibitions of sections **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** If the Supplier fails to remedy the breach within this period, ABL shall be entitled to withdraw from the contract with the Supplier or - in the case of a continuing obligation or a contract for work and services - to terminate this contract extraordinarily (without notice period).
- 24.8 If the Supplier fails to fulfil its obligations under clauses **Fehler! Verweisquelle konnte nicht gefunden werden.** and **Fehler! Verweisquelle konnte nicht gefunden werden.** and this results in liabilities for ABL towards third parties (e.g. customers of ABL), the Supplier shall indemnify ABL against all liabilities towards third parties.
- 24.9 For each complete week during which the Supplier culpably violates a prohibition pursuant to sections 25.2 and 25.3, the Supplier shall owe ABL a contractual penalty in the amount of EUR 20,000.00. The contractual penalty shall be set off against any claim for damages by ABL in excess thereof; the assertion of further claims for damages shall remain unaffected in addition to the contractual penalty.

25. Whistleblowing system

The Supplier shall set up and maintain a whistleblowing system in its company which encourages its employees to report violations of (i) criminal provisions, (ii) provisions on fines, (iii) other legal provisions of the Federal Republic of Germany or its federal states or (iv) directly applicable EU legal acts (in particular in the areas of combating money laundering, product safety requirements, transport safety requirements, environmental and radiation protection requirements, food and meat safety, quality and safety standards for medicinal products and medical devices, consumer protection regulations and consumer protection regulations), via confidential reporting channels to an independent external reporting office.

26. Final provisions

- 26.1 These GTCP and the contractual relationship between ABL and the Supplier shall be governed exclusively by the law of the Federal Republic of Germany, excluding international

uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, and excluding private international law.

- 26.2 For all Suppliers with their registered office in the EU or the EEA, the following shall apply: The exclusive place of jurisdiction for all disputes arising directly or indirectly from or in connection with the contractual relationship shall be Leutkirch. ABL shall, however, also be entitled to bring an action at the general place of jurisdiction of the Supplier.
- 26.3 If the Supplier has its registered office outside the EU or the EEA, the following shall apply: All disputes arising from or in connection with this contract or concerning its validity shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS) to the exclusion of the ordinary courts of law. The arbitration tribunal shall consist of one arbitrator. The place of arbitration shall be Stuttgart. The language of the proceedings shall be English. *Document production, disclosure* or similar procedures shall not take place in the arbitration proceedings. All documents and other evidence may be submitted in English translation or in German if the original documents are written in German.
- 26.4 Amendments and supplements to these GTCP including this provision must be made in writing to be effective. The written form shall also be complied with by means of a qualified electronic signature.
- 26.5 If any provision in these GTCP is or becomes void, invalid or unenforceable in whole or in part, or if a provision that is necessary in itself is not included, the validity and enforceability of all other provisions of these GTCP shall not be affected. In place of the void, invalid or unenforceable provision or in order to fill the gap in the provision, a legally permissible provision shall apply which corresponds as far as possible to what ABL and the Supplier intended or would have agreed in accordance with the meaning and purpose of these GTCP if they had recognised the invalidity or the gap in the provision. This severability clause does not result in a mere reversal of the burden of proof, but supersedes section 139 BGB completely.
- 26.6 The Supplier is not entitled to transfer and/or assign rights and obligations arising from the contract with ABL to third parties without ABL's prior written consent. This prohibition of assignment does not apply to monetary claims.