

General Terms and Conditions of Purchase (GTCP)

Leiber GmbH | Hafenstrasse 24 | D-49565 Bramsche |

Section 1 Scope, Form

(1) These General Terms and Conditions of Purchase (GTCP) shall apply to all business relationships with our business partners and suppliers ("Seller(s)"). The GTCP shall apply only if the Seller is an entrepreneur (Section 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.

(2) The GTCP shall apply in particular to contracts concerning the sale and/or supply of movable items ("Goods"), irrespective of whether the Seller manufactures the Goods itself or procures them from sub-suppliers (Sections 433 & 650 BGB). Unless agreed otherwise, the GTCP valid at the time of the placement of the order by the purchaser or in the version last imparted to the latter in text form shall also be deemed a framework agreement for future contracts of the same type, without it being necessary for us to make specific reference to them again in each individual case.

(3) These GTCP shall apply exclusively. Any deviating, opposing or supplementary General Terms and Conditions of the Seller shall only become components of the contract if and insofar as we have explicitly consented to their validity in writing. This consent requirement applies in every case, for example, even if the Seller, in the context of its order confirmation, should refer to its own GTC and we do not explicitly contradict this.

(4) Legally relevant declarations and notifications on the part of the Seller relating to the contract (e.g. the setting of deadlines, reminders, rescissions) are to be issued in writing. **Within the meaning of these GTCP, this includes both the written and text form (e.g. letter, e-mail, fax).** Statutory form requirements and further proofs, particularly with regard to doubts concerning the legitimacy of the person issuing the declaration, remain unaffected by this.

(5) Pointers to the validity of statutory stipulations have only clarifying significance. The statutory provisions therefore apply even without any such clarification, inasmuch as they are not either directly amended or explicitly excluded in these GTCP.

Section 2 Contractual Conclusion

(1) Our order shall be deemed binding at the earliest upon being submitted or confirmed in writing. The Seller is required to draw our attention to evident errors (e.g. spelling or calculation mistakes) and incompleteness in the order including the order documents for the purpose of completion or correction prior to acceptance; otherwise the contract shall be deemed not to have been concluded.

(2) The Seller is required to confirm our order within a period of two weeks in writing or to execute it without reservation, in particular by way of dispatching the Goods (acceptance).

(3) Delayed acceptance shall be deemed a new offer and require acceptance on our part.

Section 3 Delivery Period and Delivery Default

(1) The delivery period indicated by us in the order is binding and represents a cardinal contractual duty. Should the delivery period not be indicated in the order and also not have been agreed elsewhere, it shall be three weeks from the time of contractual conclusion. The Seller is subject to an obligation to inform us without delay in writing, should it be foreseeable that it – on no matter what grounds – might not be able to adhere to agreed deadlines.

(2) Should the Seller not fulfil its performance or fail to do so within the agreed delivery period or should it default, our rights – in particular to rescission and compensation – shall be determined by the statutory provisions. The regulations in Para. 3 remain unaffected by this.

(3) Should the Seller default, we may – in addition to any further-reaching statutory entitlements – demand flat-rate compensation for the losses suffered due to the delay amounting to 1% of the net price for each complete calendar week, but restricted in total to not more than 5% of the net price of the Goods delivered too late. We shall retain the right to prove that we have suffered higher losses. The Seller shall retain the right to prove that no losses at all or only considerably lower losses have been suffered.

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Section 4 Performance, Delivery, Transfer of Risk, Default on Acceptance

(1) Without our prior written consent, the Seller shall not be entitled to cause the services it owes to be performed by any third parties (e.g. sub-contractors). The Seller shall bear the procurement risk for its services, unless anything to the contrary should be agreed in an individual case (e.g. restriction to stock).

(2) Delivery shall take place within Germany “free domicile” to the destination indicated in the order. Should the place of destination not have been indicated and nothing to the contrary agreed, delivery is to be effected to our headquarters in Bramsche. The respective place of destination is also the place of fulfilment for the delivery and for any post-fulfilment (obligation to provide).

(3) The delivery is to be accompanied by a delivery note stating the date (of issue and of dispatch), content of the delivery (article number and quantity) plus our order identifier (date and number), gross and net weight and – insofar as the Goods are subject to a traceability obligation – the designation of the consignment (permissible designations: consignment, batch, lot, parcel, minimum durability date). Should the delivery note be missing or if it is incomplete, we shall not bear the responsibility for any resulting delays in the processing and payment processes. A relevant notification of dispatch bearing the same contents is to be sent to us separately from the delivery note.

(4) The risk of the accidental loss and accidental deterioration of the item is transferred to us upon the handing over thereof at the place of fulfilment. Insofar as an acceptance procedure has been agreed, this shall be decisive for the transfer of the risk. Otherwise, the statutory provisions of the laws on contracts for services shall apply accordingly in the event of an acceptance procedure. Handover or acceptance shall be deemed to have taken place if we are in default of acceptance.

(5) The statutory provisions apply to default of acceptance being incurred on our part. The Seller must, however, also offer its services explicitly to us if, for an action or cooperation on our part (e.g. supply of material), a defined or definable calendar time has been agreed. If we are in default of acceptance, the Seller may demand compensation for its extra expenditure according to the statutory provisions (Section 304 BGB). Should the object of the contract be a non-fungible item to be manufactured by the Seller (individual production), the Seller shall be entitled to further-reaching rights only if we should have entered into a cooperation obligation and bear the responsibility for such cooperation failing to take place.

Section 5 Prices and Terms of Payment

(1) The price quoted in the order is binding. All prices include the statutory rate of VAT, if this is not declared separately.

(2) Insofar as nothing to the contrary has been agreed in an individual case, the price includes all services and auxiliary services of the Seller (e.g. assembly, installation) and all auxiliary costs (e.g. correct packaging, transport costs including any transport and liability insurance).

(3) The agreed price shall mature for payment within 30 calendar days from full delivery and performance (including any agreed acceptance procedure) and receipt of a correct invoice. Should we effect payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In the event of a bank transfer, payment has been effected punctually if our transfer order is received by our bank prior to expiration of the payment deadline; we are not responsible for any delays caused by the banks involved in the payment transaction.

(4) We do not owe any default interest. The statutory provisions apply to default on payment.

(5) We are entitled to rights of off-setting and retention and to the plea of a non-fulfilled contract to the extent provided for by law. We are in particular entitled to withhold due payments insofar as we still hold claims against the Seller resulting from incomplete or defective services.

(6) The Seller shall hold rights of off-offsetting or retention only in the event of counterclaims that have been legally established or are undisputed.

Section 6 Confidentiality and Reservation of Proprietary Rights

(1) We reserve proprietary rights and rights of authorship to any illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents as well as to samples, patterns, formulae, etc. (hereinafter: Documents). Documents of this type are to be used exclusively for the contractual performance and to be returned to us after the completion of the contract. The Documents are to be kept secret with respect to any third parties, also after termination of the contract. The obligation to secrecy shall only lapse if and insofar as the knowledge contained in the Documents provided has become generally known. Specific confidentiality agreements and statutory regulations on the protection of confidential information remain unaffected.

(2) The above stipulation applies analogously to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, patterns and any other objects we provide to the Seller for manufacturing purposes. Such items are – insofar as they should not be processed – to be stored separately at the Seller's expense and to be insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or binding (further processing) by the Seller of items provided is undertaken on our behalf. The same applies to the further processing by us of the Goods supplied, so that we shall be deemed the manufacturer and shall acquire ownership of the product upon further processing in accordance with the statutory provisions at the latest.

(4) The transfer of the Goods to us is to take place unconditionally and regardless of whether the price has been paid. However, should we, in an individual case, accept an offer of the Seller for transfer subject to the payment of the purchasing price, the reserved proprietary rights of the Seller shall expire at the latest upon payment of the purchasing price for the Goods delivered. In the orderly course of business transactions, we shall also remain empowered to sell on the Goods prior to payment of the purchasing price under anticipatory assignment of the claim resulting from this (alternatively validity of the simple reservation of proprietary rights expanded to include the sale). All other forms of reserved proprietary rights are thus excluded, in particular extended or transferred proprietary rights or reservations of title expanded to include further processing.

Section 7 Defective Delivery

(1) To our rights in the case of material and legal defects to the Goods (including incorrect and short deliveries as well as improper assembly/installation or defective instructions) and any other violations of duty on the part of the Seller, the statutory provisions and, exclusively to our advantage, the following supplements and clarifications shall apply.

(2) According to statutory provisions, the Seller shall in particular be liable for the Goods having the agreed properties at the time of handover to us. In any event, those product descriptions shall be deemed agreements upon properties that – especially by way of designation or reference in our order – are an object of the respective contract or have been incorporated into the contract in the same manner as these GTCP. It does not thereby make any difference whether the product description originates from us, the Seller or the manufacturer. Insofar as the Goods supplied, under statutory regulations, have to be provided with a minimum durability date, the Goods must also, subsequent to delivery, possess a reasonable, standard residual durability of 75% of their total storage lives. The minimum durability date is to be affixed to the delivery so as to be clearly visible.

(3) In the case of Goods containing digital elements or other digital contents, the Seller owes the provision and up-dating of the digital contents in any event insofar as this derives from an agreement upon properties in accordance with Para. 2 or any other product descriptions or the manufacturer or in its order, in particular on the internet, in advertisements or on the label affixed to the Goods.

(4) We are not under any obligation to undertake an inspection of the Goods or make any special inquiries about any possible defects at the time of the conclusion of the contract. In partial deviation from Section 442 Para. 1 Clause 2 BGB, we are therefore entitled to unrestricted claims based on defects also

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in cases in which we failed to gain knowledge of the defect at the time of the conclusion of the contract as a consequence of gross negligence.

(5) The statutory provisions (Sections 377 & 381 HGB (German Commercial Code)) apply to the commercial obligation to inspect and notify any defects, subject to the following proviso: our inspection duty is restricted to defects that, during our incoming goods inspection, openly come to the fore upon external appraisal, including that of the delivery documents (e.g. transport damage, incorrect and short deliveries) or which are recognisable during our quality control inspection applying the spot-check procedure. Insofar as an acceptance procedure has been agreed, there is no inspection obligation. It is furthermore a question of the extent to which an inspection is feasible in the normal course of business taking the circumstances of the individual case into account. Our notification obligation for defects discovered at a later date shall remain unaffected. Notwithstanding our inspection duty, our complaint (notification of defect) shall in any event be deemed immediate and in good time if it is dispatched within five working days of its discovery or, in the case of evident defects, of delivery.

(6) Post-fulfilment also encompasses the removal of the defective Goods and renewed incorporation, insofar as the Goods, in accordance with their nature and intended purpose, have been incorporated into another item or affixed to another item before the defect became evident; our statutory entitlement to compensation for relevant expenditure (removal and installation costs) remains unaffected. The Seller shall also bear the necessary expenditure incurred for the purposes of inspection and post-fulfilment, in particular transport, route, labour and material costs plus, if applicable, removal and installation costs, should it be discovered that, in fact, there had not been any defect. In the case of materials that have been mixed with other materials and cannot be restored to their constitutional elements, the supplier shall be liable for all materials used. Our liability for compensation in the event of unjustified demands for the rectification of defects shall remain unaffected; but in this connection we shall be liable only insofar as we have recognised that there had been no defect or failed to recognise that due to gross negligence.

(7) Notwithstanding our statutory rights and the regulations contained in Para. 5, the following applies: should the Seller fail to comply with its post-fulfilment obligation, we – at our choice through either rectification of the defect (reworking) or delivery of a defect-free item (substitute delivery) – within a reasonable period of time set by us, shall be entitled to rectify the defect ourselves and to demand the replacement of the expenditure necessary or an appropriate advance for this from the Seller. Should post-fulfilment on the part of the Seller have been unsuccessful or is unacceptable for us (e.g. due to particular urgency, a threat to operational safety or the threatening of disproportionately high losses) there shall be no need to set a deadline; we shall inform the Seller of any such circumstances without delay; if possible, beforehand.

(8) Furthermore, we are entitled, according to statutory provisions, to reduce the purchasing price or to rescind the contract in the event of a material or legal defect. We also hold entitlements to compensation for damage and expenditure according to statutory provisions.

Section 8 Guarantees, Properties, Demands on Quality and Suppliers, Exclusion of Assignment

(1) The Seller guarantees that all deliveries accord with the specifications of the delivery destination. This applies particularly to any goods-specific quality, packaging, declaration, labelling and safety provisions and all other public law requirements to be adhered to.

(2) The Seller especially guarantees that the Goods it supplies, at the time of the transfer of risk, accord with the legal regulations applicable at the delivery destination (e.g. food regulations or the requirements of the Device and Product Safety Act), the recognised rules of technology and relevant DIN norms, legal guidelines and ordinances and also that, at the time of the transfer of risk, the Goods supplied are marketable at the declared delivery destination in every respect.

(3) This applies regardless of whether the Seller is itself the manufacturer of the Goods delivered or merely acts as a trader in those Goods.

(4) The Seller undertakes to regularly monitor adherence to the aforementioned regulations. We shall only then accept the Seller's Goods should they satisfy all requirements. The Seller also bears the

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procurement risk for its services, subject to any other agreements, for example in the case of restriction of the delivery to stocks.

(5) We are entitled to cause the contractual products to be inspected. These inspections may also be carried out prior to or during delivery.

a) The Seller grants us in this respect the right to implement, during normal operational and business hours, tours of inspection and quality controls on the Seller's premises/at the production or warehousing location, either itself or through the agency of a third party (Audit), insofar as it is a matter of Goods that are also manufactured for us.

b) The Seller is required, at our request, to make available to us, free of charge, any documents and documentations that affect quality assurance, thereby stating the name of the manufacturer.

c) The Seller is required to have any changes in the quality parameters and product compositions for Goods intended for us approved by us beforehand in writing. The Seller is required to present to us up-to-date quality certificates in accordance with contractual agreements at any time and unasked.

(6) The Seller and any third parties whose services it uses are subject to an obligation to carry out their entrepreneurial activities strictly in accordance with valid statutory provisions and other regulations. We expect in particular that the principles of our Code of Conduct, retrievable from <https://leibergmbh.de/media/2022/02/code-of-conduct-leiber-de-20012022.pdf>, and especially Figure III. thereof, will also be followed or introduced by the Seller in the same or a comparable form. The Seller shall furthermore ensure that its own suppliers will also follow or introduce our Code of Conduct or comparable regulations.

(7) The Seller shall only be entitled to cause essential obligations arising from the contractual relationship to be carried out by third parties if it has our prior written consent to do so.

(8) The Seller is not entitled to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar it should be a matter of monetary claims.

Section 9 Supplier Regress

(1) We are entitled, without restriction, to our statutorily defined claims to expenditure and regress within a supply chain (supplier regress in accordance with Sections 478, 445a, and 445b or Sections 445c, 327 Para. 5, 327u BGB) in addition to our claims based on defects. We are especially entitled to demand precisely that type of post-fulfilment (reworking or substitute delivery) from the Seller that we owe our own customer in the individual case; in the case of goods containing digital elements or other digital contents this also applies with respect to the provision of necessary updates. Our statutory right of choice (Section 439 Para. 1 BGB) is not restricted by this.

(2) Before we recognise or fulfil any claims based upon defects asserted against us by our customers (including refunding of expenditure in accordance with Sections 445a Para 1, 439 Paras. 2, 3, 6 Clause 2, 475 Para. 4 BGB), we shall inform the Seller and ask the latter for a written statement thereby briefly outlining the facts of the matter. Should no substantiated statement be forthcoming within a reasonable period of time and no amicable agreement reached either, the claim based on defects actually granted by us shall be deemed owed to our customer. In such a case, the onus shall be upon the Seller to prove the contrary.

(3) Our claims deriving from supplier regress shall also apply should the defective Goods have been combined with any other product, whether by ourselves, our customer or any third party, e.g. by way of incorporation, affixation or installation, or further processed in any other way.

Section 10 Manufacturer's Liability

(1) Should the Seller be responsible for product damage, it must exempt us from any claims asserted by third parties insofar as the cause should be located within its area of control and organisation, and it should be liable in terms of the external relationship.

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(2) In the context of its exemption obligation, the Seller shall be obliged, in accordance with Sections 683 and 670 BGB, to refund any expenditure resulting from or in connection with any recourse made by third parties including any recalls implemented by us. We shall inform the Seller of the content and extent of any recall measures – insofar as this is possible and reasonable – and grant it the opportunity to make a statement. Further-reaching statutory claims shall remain unaffected.

(3) The Seller shall be required to take out a product liability insurance policy with a lump sum cover of at least 10 million EUR per case of damage to persons or property, and to maintain the same.

(4) Upon demand, the Seller shall be required to provide, at any time, proof of cover by sending a copy of the relevant liability insurance policy in question together with proof of the extent of the cover.

(5) The Seller is under an obligation to inform us without delay of any suits filed against it or of the assertion of any claims that are attributable to a defective product supplied by it (product damage), and to supply us upon demand with all documents necessary for a review and a reaction (e.g. instigation of recall measures).

(6) We shall undertake in consultation with the Seller the necessary informing of the respectively responsible authority according to the provisions of the Device and Product Safety Act or of that act valid at the time the product damage is incurred.

Section 11 Protected Rights

(1) According to the criteria of Para. (2) below, the Seller guarantees that the Goods supplied by it do not violate the rights of any third parties, in particular no protected rights of third parties located in countries belonging to the European Union or the European Free Trade Area (EFTA) or any other countries in which it manufactures the Goods or causes them to be manufactured.

(2) The Seller is under an obligation to exempt us, upon our first written request, from all claims and any consequences deriving from the same, with effect for the past and the future, and on no matter what their legal grounds, that any third parties might assert against us due to the violations of commercial protected rights referred to in Para. (1) above.

(3) This exemption obligation shall not be given inasmuch as we should ourselves have caused or contributed to the claims of third parties against us by gross negligence or wilful intent.

(4) This exemption obligation shall also not be given inasmuch as the Seller should prove that it is neither responsible for the violation of protected rights nor could have known about this at the time of the delivery by applying due commercial care and attention.

(5) Our further-reaching claims based upon legal defects to the Goods supplied remain unaffected by the above.

(6) The exemption obligation of the Seller applies to all expenditure that necessarily accrues to us out of or in connection with recourse made by a third party.

(7) Moreover, all expenditure rendered necessary by recourse made to us by a third party in accordance with Para. (2) above is also to be refunded to us by the Seller.

Section 12 Statute of Limitations

(1) The reciprocal claims held by the contractual parties shall fall under the statute of limitations according to the statutory provisions, insofar as nothing to the contrary is specified in the following.

(2) By way of deviation from Section 438 Para. 1 No. 3 BGB, the general statute of limitations for claims based upon defects shall be 3 years from the transfer of risk. Insofar as an inspection procedure has been agreed, the statute of limitations shall commence at the time of the inspection. The 3-year period shall also apply analogously to claims arising from legal defects, whereby the statutory period of limitations for claims in rem for the restitution of property held by third parties (Section 438 Para.1 No. 1 BGB) remains unaffected. Beyond this, claims based on legal defects shall not under any circumstances fall under the

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statute of limitations as long as the third party is still able to assert the claim against us – in particular due to the absence of any limitation period.

(3) The statutory periods of limitation under commercial law including the aforementioned prolongation apply – to the extent provided for by law – to all contractual claims based upon defects. Insofar as we should also hold non-contractual compensation claims due to any defects, the regular statutory period of limitations (Sections 195 and 199 BGB) shall apply thereto, unless the application of the periods under commercial law should, in an individual case, lead to a longer limitation period.

Section 13 Choice of Law and Court of Jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GTCP and to the contractual relationship between us and the Seller under exclusion of international uniform law, in particular of the UN Convention on the International Sale of Goods.

(2) Should the Seller be a merchant as defined in the commercial code, a legal entity under public law or a special fund under public law, the exclusive – also international – court of jurisdiction for all disputes arising from the contractual relationship shall be our head office in Bramsche, insofar as the Seller has its domicile in the Federal Republic of Germany or a state belonging to the European Union (EU). We are, however, in all cases also entitled to file a suit at the place of fulfilment for the delivery obligation according to these GTCP or an overriding individual agreement or at the Seller's general court of jurisdiction. Overriding statutory provisions, in particular concerning exclusive jurisdictions, remain unaffected.

(3) Inasmuch as the Seller should not have its domicile in the Federal Republic of Germany or a state belonging to the European Union (EU) the following agreement regarding a court of arbitration is concluded:

All disputes arising in connection with this contract or concerning its validity shall be decided in accordance with the regulations of the German Institution for Arbitration (DIS), in their version valid at the time of initiation, under exclusion of standard legal procedures. The arbitration proceedings shall be held in Bramsche. The language spoken in the court of arbitration is German. The court of arbitration is required to base its decision upon the agreed substantive law. Decisions will be taken by three arbiters, whereby the president must be qualified to hold the position of a judge.