

General Terms and Conditions on Purchase of CS CLEAN SOLUTIONS GmbH ("GTCP")

Status: November 27th, 2022

1. General - Scope

- (1) Our General Terms and Conditions on Purchase ("GTCP") shall apply exclusively; we do not recognize any terms and conditions of the contractual partner that deviate from, contradict or supplement our GTCP, unless we have expressly agreed to their validity in text form. Our GTCP shall also apply if we accept the delivery without any reservations regardless whether we have knowledge of terms and conditions of the contractual partner that conflict with or deviate from our GTCP. This requirement of consent shall apply in any case, for example even if the contractual partner refers to its GTC in connection with the order confirmation and we do not expressly object.
- (2) All agreements made between us and the contractual partner shall be recorded in text form, unless an obligatory and more restrictive form is stipulated by our contract or by applicable law.
- (3) The GTCP shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the contractual partner manufactures the Goods itself or purchases them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the order or in any case in the version last notified to the contractual partner in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- (4) All declarations and notifications by the contractual partner with regard to the contract (e.g. termination, setting of deadlines, reminders, withdrawal) must be made in written form. Written form within the meaning of these GTCP includes written and text form (e.g. letter, fax or e-mail with scan of a signed document). The requirements and further proof, in particular in case of doubts about the authenticity of the declaring party and/or its representative, shall remain unaffected.
- (5) Our GTCP shall only apply to merchants, legal entities under public law, special funds under public law and entrepreneurs pursuant to § 14 BGB.
- (6) If and to the extent that we use individual Incoterms®, we hereby refer to the Incoterms® in their latest version applicable at the time of conclusion of the contract. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our purchase order shall take precedence over the GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the latest version valid at the time of conclusion of the contract.
- (7) References to the applicability of statutory provisions in these GTCP are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCP.

2. Offer - offer documents

- (1) Our order shall be deemed binding at the earliest upon submission in text form or confirmation of the contractual partner's offer in text form. The contractual partner must inform us about any errors (e.g. spelling and calculation errors) and incompleteness of the order, including the order documents, that are recognizable to the contractual partner for the purpose of correction or completion prior to acceptance.
- (2) The contractual partner is obliged to accept our order within a period of four (4) working days.
- (3) We reserve all property rights and all copyrights to illustrations, drawings, calculations and other contents; they may not be made accessible to third parties without our express consent in text form. They must be specially protected against unauthorized access and used exclusively for production on the basis of our order; after completion of the order, they must be returned to us without being requested and the deletion of all corresponding data must be confirmed to us in text form upon request. They must be kept confidential from any third parties; in this respect, the provisions of Section 9 shall apply supplementary.

3. Prices - Terms of payment

- (1) The price stated in the order is binding and final; the inclusion of any price adjustment clauses in the contract - as well as the validity of the general terms and conditions of the contractual partner as a whole - is again expressly objected to. Unless otherwise agreed in text form, the price includes delivery "free domicile", including packaging, assembly, installation, freight, insurance and all other ancillary services. The return of packaging material requires special agreement.
- (2) Prices are always net prices plus any statutory value-added tax and other possible taxes, duties and fees, otherwise all prices shall be understood to include statutory value-added tax if this is not shown separately.

- (3) We can only process invoices if these - in accordance with the specifications in our order - contain the order number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed in text form, we shall pay the purchase price within 14 days, calculated from complete delivery, performance, any agreed acceptance and receipt of a proper invoice, with a 3% discount on the net amount of the invoice or within 30 days after the conditions above. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiration of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.
- (5) We shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold payments due as long as we are still entitled to claims against the contractual partner arising from incomplete or defective performance. The contractual partner shall only have a right of set-off or retention on the basis of counterclaims that have become binding and final res judicata or are undisputed.
- (6) We do not owe interest upon a claim being due for payment. The statutory provisions apply to any default in payment.

4. Delivery time

- (1) The delivery time specified in the order is binding.
- (2) The contractual partner shall be obliged to inform us immediately in text form if circumstances occur or become apparent to him which indicate that the stipulated delivery time cannot be met.
- (3) Without our prior consent in text form, the contractual partner shall not be entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The contractual partner shall bear the procurement risk for its services unless agreed otherwise in individual cases (e.g. limitation to stock).
- (4) If the contractual partner does not perform or does not perform within the agreed delivery time or if it is in default, we shall, as a consequence be entitled to all statutory claims. In particular, we shall be entitled to demand damages in lieu of performance and rescission after the fruitless expiry of a reasonable notice period. If we demand damages, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.

5. Delivery and transfer of risk - documents, force majeure

- (1) Unless otherwise agreed in text form, delivery shall be made free domicile to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to our principle place of business in Ismaning, Germany. The respective designated place of delivery shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- (2) The contractual partner is obliged to safely and exactly print/attach our order number onto all shipping documents and delivery bills. The delivery must be accompanied by a delivery bill stating the dates of issuing the order papers and the date of dispatching the Goods, the contents of the delivery (including article number and quantity) and the order date and number. If the delivery bill is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch bill with the same content must be sent to us separately from the delivery bill.
- (3) Force majeure, in particular including the consequences of armed conflicts, disturbances of the macroeconomic equilibrium, energy crises, operational disruptions through no fault of our own, riots, official measures and other unavoidable events of comparable scope shall release us from the obligation to take delivery in good time for the duration of their occurrence. During such events and within two weeks after their end we shall be entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part insofar as these events are not of insignificant duration and our requirements are considerably reduced due to the need to procure the goods elsewhere as a result.
- (4) The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon contractual handover at the place of performance. Insofar as acceptance has been agreed (assuming acceptability), this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for works and services shall also apply mutatis mutandis in the event of acceptance. The handover or acceptance shall be deemed equivalent if we are in default of acceptance.
- (5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the contractual partner must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or act of cooperation on our part (e.g. provision of material). If we are in default of acceptance, the contractual partner may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the contractual partner (individual production), the contractual partner shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Defect inspection - liability for defects

- (1) The statutory provisions and, exclusively in our favor, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the goods (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the contractual partner.
- (2) In accordance with the statutory provisions, the contractual partner shall be liable in particular for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions and technical specifications which - in particular by offer, order confirmation or specification or reference in our order - are subject matter of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, from the contractual partner or from the manufacturer.
- (3) In the case of goods with digital elements or other digital content, the contractual partner shall owe the provision and updating of the digital content in any case to the extent a quality agreement pursuant to para. 2 or other product descriptions of the manufacturer or on its behalf, in particular on the Internet, in advertising or on the goods label stipulate.
- (4) We are not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall therefore also be entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- (5) The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects which become apparent during our incoming goods inspection under external appraisal including the delivery documents (e.g. transport damage, obviously recognizable wrong and short delivery) or which are recognizable during our quality control in the random sampling procedure. If acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding any duty to inspect immediately, our complaint (notice of defect) shall be deemed to have been made without undue delay and in due time if it is sent within 5 working days (excluding Saturday) from the discovery of a defect or, in the case of obvious defects, from delivery.
- (6) Subsequent performance shall also include removal of the defective Goods and re-installation, provided that the Goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim to reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, shall be borne by the contractual partner even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we have recognized the defect or if we have been grossly negligent in not recognizing that there was no defect.
- (7) Notwithstanding our statutory rights and the provisions in this Section 6, the following shall apply: if the contractual partner fails to meet its obligation of subsequent performance - at our option by remedying the defect (subsequent improvement) or by delivery of a defect-free item (replacement delivery) - within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the contracting party of the expenses required for this purpose, including a corresponding advance payment. If subsequent performance by the contractual partner has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the contractual partner of such circumstances without delay, if possible in advance.
- (8) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and the reimbursement of expenses in accordance with the statutory provisions.

7. Supplier recourse

- (1) Our legally determined claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or §§ 445c, 327 para. 5, 327u BGB) shall remain fully and unconditionally ascertainable by us cumulatively and without limitation in addition to our claims for defects. In particular, we shall be entitled to demand from the contractual partner precisely the type of subsequent performance (repair or replacement) that we owe our customer each individual case; in the case of goods with digital elements or other digital content, this shall also apply with regard to the provision of necessary updates. Our statutory right to choose between our claims and rights of remedy (Section 439 (1) BGB) shall not be restricted hereby. Before we acknowledge or fulfill a claim for

defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) of the German Civil Code (BGB)), we shall notify the contractual partner and request it to submit a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is achieved, the claim for defects actually granted by us shall be deemed to be owed to our customer mutatis mutandis. In this case, the contractual partner shall be responsible for providing evidence to the contrary.

- (2) Our claims to supplier recourse shall also apply if the defective goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by fitting, attachment or installation.

8. Product liability, indemnification and liability insurance coverage

- (1) Insofar as the contractual partner is responsible for product damage, it shall be obliged to indemnify us against any claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organization and it is itself liable in relation to third parties.
- (2) Within the scope of its liability for cases of damage within the meaning of subsection (1), the contractual partner shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or pursuant to Sections 830, 840, 426 of the German Civil Code (BGB) arising from or in connection with a recall - procedure carried out by us. We shall inform the contractual partner of the content and scope of the recall - procedure to be carried out - insofar as this is possible and reasonable - and give it the opportunity to comment. Other statutory claims shall remain unaffected.
- (3) The contractual partner undertakes to maintain product liability insurance with a lump sum coverage of € 10 million per personal injury/property damage and to provide us with the insurance policy and evidence of this at any time upon request. In the event that this liability insurance or any other insurance of the contractual partner regarding damage to us becomes effective, the contracting party hereby assigns to us in advance all claims in this regard; if we are entitled to further claims for damages, these claims shall remain unaffected.

9. Property rights

- (1) The contractual partner guarantees that in connection with its delivery no rights of third parties within the Federal Republic of Germany as well as in the possible countries of use of its goods known to the contract partner are violated.
- (2) If claims are asserted against us by a third party for this reason, the contractual partner shall be obliged to indemnify us against these claims upon first request in text form; we shall not be entitled to make any agreements with the third party - without the consent of the contractual partner - in particular to conclude a settlement.
- (3) The contractual partner's indemnification obligation relates to all expenses necessarily incurred by us as a result of or in connection with the claim made by a third party.
- (4) The limitation period is 36 months, calculated from the transfer of risk.

10. Retention of title, provision, tools and confidentiality

- (1) The transfer of ownership of the Goods to us shall be unconditional and without regard to the payment of the price. However, in individual cases we accept an offer of the contractual partner for the transfer of title to be conditional on payment of the purchase price, the reservation of title of the contractual partner shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorized to resell the Goods in the ordinary course of business even prior to payment of the purchase price with advance assignment of the claim arising therefrom (alternatively, the simple reservation of title extended to the resale shall apply). 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.
- (2) Insofar as we provide parts to the supplier, we shall retain our title thereto. Processing or transformation by the contractual partner shall be deemed to be carried out for us. If our goods that are subject to retention of (our) title are processed together with other products not belonging to us, we shall acquire co-ownership of the new product in the ratio of the value of our Goods (purchase price plus VAT) to the other processed products at the time of processing.
- (3) If the Goods provided by us are inseparably mixed with other products not belonging to us, we shall acquire co-ownership of the new product in the ratio of the value of our Goods that are subject to retention of our title (purchase price plus VAT) to the other mixed products at the time of mixing. If the mixing takes place in such a way that the contractual partner's product is to be regarded as the main part, it shall be deemed to be agreed that the contractual partner hereby assigns to us pro rata co-ownership of the newly created combined product; the contractual partner shall act as our trustee to administrate the sole ownership or the co-ownership for us. The same shall apply in the event of further processing of the delivered Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

- (4) We retain title to tools; the contractual partner is further obliged to use our tools exclusively for the manufacturing of the Goods ordered by us. The supplier is obliged to insure our tools at replacement value against fire, water and theft at its own expense. At the same time, the contractual partner hereby assigns to us in advance all claims for compensation that may arise from its insurance; we hereby accept the assignment. The supplier shall be obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work on our tools in good time and at his own expense. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- (5) Insofar as the security rights to which we are entitled pursuant to subsection (1) and/or subsection (2) exceed the purchase price of all our reserved Goods not yet paid for by more than 10%, we shall be obligated to release security rights correspondingly at our discretion at the request of the contractual partner.
- (6) The contractual partner is obliged to keep all illustrations, drawings, calculations and other contents of all kinds strictly confidential. They may only be disclosed to third parties with our express consent. The obligation to maintain secrecy shall also apply after the execution of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known. Special non-disclosure agreements and statutory regulations on the protection of secrets shall remain unaffected. The provision in this paragraph shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the contractual partner for production. Such material shall - as long as it is not processed - be stored separately and secured at the contractual partner's expense and insured against damage, destruction or loss to a reasonable extent.
- (7) If and to the extent that content is provided to the contractual partner by us for the fulfillment of its obligations, such content shall include our industrial property rights and our protected confidential know-how. Ownership of all content, templates, etc. shall remain with us and/or our own licensors. Any use that serves or leads to the disclosure, reproduction, knowledge acquisition or other reconstruction of our confidential, internal operational know-how and the internal technical features of the content or template ("reverse engineering") is prohibited. Our Content and submissions may not be subjected to any reverse engineering regardless whether mechanically, chemically or in any other manner apart from the use customarily made of them under the agreement between the contractual partner and us, unless the enforcement of such restrictions would be unlawful under applicable law. Unauthorized reverse engineering operations constitute a most serious breach of contract with all legal rights and consequences resulting therefrom. In this case, we are entitled, for example, to immediate rescission, damages and injunctive relief.

11. Jurisdiction, choice of law and language

- (1) If the contractual partner is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch), an entrepreneur within the meaning of § 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for any and all disputes arising from or in connection with the contractual relationship shall be Munich I (Regional Court District Munich I). However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation pursuant to these GTCP or a prior individual agreement or at the general place of jurisdiction of the contractual partner. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected. Unless otherwise stated in the order, our registered office shall be the place of performance.
- (2) Any other language version of these GTCP which is not validly included as part of the contract shall be irrelevant for the interpretation of this English version. Only in the event that another language version should also be validly included and also only in the event of (i) more than one possible interpretations of a provision, (ii) any unintended loophole or (iii) any other divergence between the different language versions, a validly included German language version, and absent of a validly included German version, this English version shall be solely decisive.

12. Limitation

- (1) The mutual claims of the contracting parties shall become time barred in accordance with the statutory provisions, unless otherwise stipulated below.
- (2) In deviation from Section 438 (1) No. 3 BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. Insofar as acceptance has been agreed, the limitation period shall begin with acceptance or the ability to accept, whichever occurs later. The 3-year limitation period shall apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for third party claims in rem for surrender of possession (Section 438 (1) No. 1 of the German Civil Code) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
- (3) The statutory limitation periods under the statutory provisions on the sale and purchase of goods - including the extension above - shall apply to the statutory extent to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the general statutory limitation period (§§ 195, 199

BGB) shall apply hereto, unless the limitation periods according to para. 2 or the statutory provisions on the sale and purchase of goods stipulate a longer limitation period in individual cases; in the latter case, the longer statutory limitation period shall apply.

13. Provisions on the minimum wage in conjunction with the cooperation

- (1) Within the scope of the cooperation, the contractual partner shall comply with all provisions of the Minimum Wage Act with regard to its employees working in the territory of the Federal Republic of Germany as well as any subcontractors/hiring companies.
- (2) Within the scope of the cooperation, the contractual partner shall inform us of the company and registered office of subcontractors/hiring companies upon request and hereby declares that it shall always carefully select subcontractors/hiring companies, regularly monitor them by means of suitable precautions and oblige them to always comply with the provisions of the MiLoG for their part.
- (3) If the contractual partner violates the MiLoG and/or an obligation from this clause 10 within the scope of the cooperation, we can terminate the contract extraordinarily and demand full compensation.
- (4) The contractual partner shall indemnify us on first demand against any and all claims, public law claims, fines or other financial disadvantages, e.g. from notices by the public authorities of all kinds, as well as against the legal costs incurred as a result, including those costs which are asserted against us due to a violation of the MiLoG attributable to him.
- (5) The contractual partner shall inform us immediately if, in connection with the cooperation with us, claims are asserted against it in accordance with the provisions of the German Minimum Wage Act (MiLoG) no matter how remote or if public bodies initiate investigations or proceedings or if such action is threatened.
- (6) If we have reason to doubt compliance with the MiLoG in the cooperation with us, the contractual partner shall submit to us, upon first request, suitable documents requested by us (e.g. a current tax all - clear certificate of from the tax authority or a certificate from its tax advisor) stating that the MiLoG has been duly observed. All provisions of this clause 10 shall apply mutatis mutandis to minimum wage provisions and comparable protective laws here and in other countries relevant for the performance of the contract.
- (7) We expect our contractual partner to fulfill its social responsibility. The contractual partner assures compliance with the code of conduct of the "Electronic Industry Code of Conduct (EICC), which is available for download on the EICC website - www.eicc.info.