



## General Terms and Conditions of Purchase

### § 1 General, scope

- (1) These General Terms and Conditions of Purchase apply exclusively to your deliveries and services for us, GTD Graphit Technologie GmbH (hereinafter: "GTD"); we do not acknowledge any terms from the supplier that conflict with or deviate from our Purchase Conditions unless we have explicitly agreed to their validity in writing. Our General Terms and Conditions of Purchase shall apply even if we accept the supplier's deliveries, without reservation, in the knowledge that the supplier has terms that conflict with or deviate from our Purchase Conditions.
- (2) All agreements made between us and the supplier for the purpose of executing this contract must be established in writing.
- (3) Our General Terms and Conditions of Purchase only apply to entrepreneurs as per § 310 Para. 4 BGB [German Civil Code].

### § 2 Offer, offer documents

- (1) The supplier must accept our order within two weeks of the offer, with an explicit confirmation of the price and delivery time.
- (2) Our orders shall only be valid if they are submitted in writing on the specifically designated order form. The order number and our GTD item number must be included on all correspondence from the supplier.
- (3) We reserve ownership rights and copyrights to all reproductions, drawings, calculations and other documents; these may not be made accessible to third parties without our explicit written permission. They must be used exclusively for manufacturing on the basis of our order; after the order is processed, they must be returned without being requested. They must be kept confidential from third parties.
- (4) Cost estimates are binding and are not to be compensated unless otherwise explicitly agreed in writing.
- (5) If the supplier's order confirmation deviates from GTD's order, a contract shall only be established if GTD has been explicitly informed of this deviation and has agreed to it in writing.



### § 3 Delivery, delay in delivery

- (1) The delivery time or delivery date specified in the order is binding. In the absence of such information, goods and/or services shall be delivered and/or provided within 14 days of the order date.
- (2) The supplier must inform us immediately in writing if circumstances occur or become known to the supplier that will make it impossible to fulfill the agreed delivery time.
- (3) In the event of a delay in delivery, GTD can request a contractual penalty in the amount of 0.5% of the total compensation for each calendar week or part thereof following the scheduled delivery date, but at most up to a total of 5% of the total order value. Any penalty shall be payable immediately. This penalty shall not apply if the supplier can prove that the supplier was not responsible for the delay.
- (4) The contractual penalty as per §3.3 can be asserted in addition to the claim for fulfillment of the performance obligation. If GTD accepts the delayed fulfillment, the contractual penalty can still be requested even if GTD has not explicitly reserved this right upon accepting the performance. The assertion of further damage is not excluded, but the contractual penalty shall be offset against this.
- (5) All of GTD's requirements with regard to the transportation method, freight forwarder and shipping regulations must be strictly followed.
- (6) Partial deliveries are only permitted with explicit written permission from GTD. GTD may not unreasonably refuse such permission.
- (7) Overdeliveries and underdeliveries are only permissible with explicit written approval from GTD. GTD may not unreasonably refuse such permission.
- (8) Quantities, weights and dimensions shall be based on the values determined by GTD during the incoming goods inspection, unless proven otherwise.
- (9) When delivering the ordered goods, the supplier must ensure that these are CE and EU-compliant and meet the legal health requirements, and that the safety data sheets are included.
- (10) The supplier shall ensure that deliveries comply with the EU anti-terrorism directives.



- (11) The supplier shall warrant that the goods do not contain any substances that fall within the scope of prohibited substances under EC Directive 2011/65/EU (RoHS). The supplier shall further warrant that the substances contained in the goods, as well as their intended use(s), are either already registered or that there is no registration requirement as per Regulation (EC) No. 1907/2006 (REACH Regulation) and that, where necessary, they are approved as per the REACH Regulation. In addition, where necessary, the supplier shall create the safety data sheet as per Appendix II of the REACH Regulation and provide it to GTD. If goods are delivered that are classified as hazardous goods according to international regulations, the supplier shall inform GTD of this at the latest when confirming the order.

#### § 4 Prices, payment conditions

- (1) The price given in the order is binding. This price includes all services and ancillary services by the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. for packaging and transport as well as transport and liability insurance). The supplier shall take back the packaging materials at GTD's request.
- (2) We can only process invoices if these include the order number and GTD item number according to the requirements in our order. The supplier shall be responsible for all consequences resulting from a failure to comply with this obligation, as long as the supplier does not prove that these are not attributable to the supplier.
- (3) Unless otherwise agreed in writing, we shall pay the purchase price with a 3% discount within 14 days, calculated as of delivery and receipt of invoice, or net within 30 days of receipt of invoice.
- (4) We are entitled to the statutory offsetting and retention rights.

#### § 5 Packaging

- (1) The Supplier must exclusively use environmentally friendly packaging. The supplier shall invoice the packaging at cost if the agreed price does not include packaging. For any returns that we make, at least two-thirds of the invoiced goods shall be credited. We will not acknowledge any invoices for packaging deposits. Any damages resulting from improper packaging shall be borne by the supplier.



## § 6 Transfer of risk, documents

- (1) Unless otherwise agreed in writing, the delivery shall take place “DDP ‘usage location’” (INCOTERMS 2010).
- (2) The supplier must provide our exact order number and our GTD item number on all shipping documents and delivery slips; if the supplier fails to do this, we shall not be responsible for any processing delays.

## § 7 Defect inspection, liability for defects

- (1) The supplier is responsible for defect-free deliveries of products and services, as well as for the presence of guaranteed characteristics. In particular, the supplier shall guarantee that the deliveries and services reflect the current state of technology and comply with generally acknowledged technical and safety regulations issued by public agencies and trade associations. The delivered goods and services must also comply with the applicable statutory provisions.
- (2) GTD’s inspection and complaint obligations shall be subject to the statutory provisions (§§ 377, 381 HGB [German Commercial Code]) on the following condition: the inspection obligation shall be limited to defects that are apparent during the incoming goods inspection based on an external review of the goods and delivery papers, as well as during the quality control based on random sampling (e.g. transport damage, incorrect deliveries or shortfalls). There is no obligation to inspect incoming goods if a written agreement has been made in advance between both parties. In all other cases, it depends whether an inspection is reasonable with consideration for the individual circumstances, according to the proper course of business. GTD’s complaint obligation for defects discovered later shall remain unaffected. In every case, a complaint (defect notification) is considered immediate and timely if it is submitted to the supplier within 14 calendar days following receipt of the goods or services.
- (3) We are entitled to the statutory defect claims without restriction; in every case, we are entitled to request our choice of defect rectification or delivery of a new item from the supplier. The right to damage compensation, particularly in circumstances where attempted rectification has resulted in failed product performance, is hereby explicitly reserved.



- (4) We are entitled to perform defect rectification ourselves at the supplier's expense in the case of imminent danger or if there is particular urgency.
- (5) The limitation period for defect claims shall be 36 months following the transfer of risk.

### **§ 8 Product liability, indemnification, liability insurance coverage**

- (1) If and to the extent that the supplier is responsible for product damage, the supplier must indemnify us from third-party damage compensation claims upon initial request, to the extent that the cause lies within the supplier's area of responsibility and organizational area and the supplier is liable in the external relationship.
- (2) In cases where the supplier is liable for damage pursuant to Para. 1, the supplier must also reimburse any expenditures as per §§ 683, 670 BGB and §§ 830, 840, 426 BGB [German Civil Code] that arise from or in connection with a recall that we have performed. Where this is possible and can be reasonably expected of us, we shall inform the supplier of the terms and scope of the measures to be performed and give the supplier an opportunity to respond. Any other legal claims shall remain unaffected.
- (3) The supplier hereby agrees to maintain a product liability insurance policy with a (flat) coverage amount of €5.0 million for each case of personal injury / property damage; any further damage compensation claims made by GTD shall remain unaffected.

### **§ 9 Property rights, data privacy**

- (1) The supplier shall warrant that no third-party rights are violated in conjunction with the delivery.
- (2) If we are subject to a third-party claim as a result of such violation, the supplier must indemnify us from these claims upon initial written request. We are not entitled to conclude any agreements with the third party without permission from the supplier, and particularly may not agree to a settlement.
- (3) The supplier's indemnity obligation refers to all expenditures that we necessarily incur as a result of or in conjunction with the third-party claim.
- (4) The limitation period is 10 years as of the date when the contract is concluded.



- (5) Within the scope of the intended purpose of the respective contract with our supplier, we are permitted to record, save, process and use the supplier's data to the extent that this data is needed to execute the contract.

## § 10 Reservation of title, provision, tools, confidentiality

- (1) If we provide parts to the supplier, we hereby reserve title to these.
- (2) The supplier may be required to perform processing or alterations on our behalf. If our goods subject to reservation of title are processed together with other items that do not belong to us, we shall obtain co-ownership of the newly manufactured item in proportion to the value of our item (purchase price plus value-added tax) compared to all other items processed at the time of processing.
- (3) If the parts we provide are inseparably mixed with other items that do not belong to us, we shall obtain co-ownership of the new item in proportion to the value of the goods that are subject to reservation of title (purchase price plus value-added tax) compared to the other mixed items at the time of mixing. If mixing takes place in such a way that the supplier's item is considered the main item, it is hereby agreed that the supplier shall transfer proportional co-ownership to us; the supplier shall preserve sole ownership or co-ownership for us.
- (4) We hereby reserve ownership of tools; the supplier must exclusively use the tools to manufacture the goods we have ordered. The supplier must insure the replacement value for our tools against fire damage, water damage and theft, at the supplier's own expense. At the same time, the supplier hereby assigns all compensation claims from such insurance to us in advance; we hereby accept this assignment. The supplier must perform all necessary servicing and inspection work for our tools, as well as all maintenance and repair work, at the supplier's own expense. The supplier must notify us immediately of any disruptions; if the supplier culpably fails to do so, this shall not affect any damage compensation claims.
- (5) The supplier must keep all reproductions, drawings, calculations and other documents and information strictly confidential. These may only be disclosed to third parties with our explicit permission. The confidentiality obligation shall continue to apply even after this contract is executed; it shall lapse if and to the extent that the manufacturing knowledge in the provided reproductions, drawings, calculations and other documents becomes generally known.



- (6) If and to the extent that our security rights as per Para. 1 - 3 exceed the unpaid purchase price for all goods subject to reservation of title by more than 10%, we must relinquish security rights at our discretion, at the supplier's request.

#### § 11 Place of jurisdiction, place of fulfillment

- (1) If the supplier is an entrepreneur, our registered place of business shall be the place of jurisdiction; however, we are also entitled to bring legal action against the supplier at the supplier's place of jurisdiction.
- (2) Unless otherwise established in the order, our registered place of business shall be the place of fulfillment.