General Purchasing Terms and Conditions of NEOMELT Feuerfesttechnik GmbH & Co.KG

§ 1 GENERAL PROVISIONS – SCOPE OF APPLICATION

1. Our purchasing terms and conditions apply exclusively; we do not recognize any terms and conditions of the supplier that contradict or deviate from our purchasing terms and conditions, unless we have expressly agreed to their validity in writing. Our purchasing terms and conditions shall also apply if we accept the supplier's delivery without reservation, despite being aware of terms and conditions of the supplier that contradict or deviate from our own.

2. These General Purchasing Terms and Conditions shall also apply to all future transactions between the parties.

3. All agreements made between us and the supplier for the purpose of executing this contract must be set down in writing within the contract.

4. Our purchasing terms and conditions apply only to business entities as defined in § 310, paragraph 1 of the German Civil Code (BGB).

§ 2 ORDERS

1. The supplier is obligated to accept orders and delivery call-offs within a period of five working days.

2. Only orders placed in writing are legally binding. Orders placed verbally or by telephone require subsequent written confirmation to be legally valid. Orders, delivery call-offs, and any amendments or supplements may be issued via machine-generated documents (not requiring a signature) or by means of electronic data transmission.

3. The purchaser retains ownership rights and copyrights to all illustrations, drawings, calculations, and other documents; these may not be made accessible to third parties without the purchaser's express written consent. They are to be used exclusively for production based on the order; once the order has been completed, they must be returned to the purchaser without being requested to do so. They must be kept confidential from third parties; in this regard, the provisions of Section 12, paragraphs 1–4, shall apply additionally.

4. Deviations in quantity, quality, or delivery dates from the text and content of the order, as well as any subsequent amendments to the contract, shall only be deemed agreed upon once the purchaser has expressly confirmed them in writing.

5. Insofar as the subject matter of the delivery is intended for use at one of the purchaser's facilities, the supplier must take into account the specific delivery and invoicing addresses provided.

§ 3 PRICES – PAYMENT TERMS

1. The prices are fixed prices until complete delivery/performance of the service. They encompass everything the contractor is required to provide in order to fulfill their contractual obligations. This includes, in particular, all ancillary costs associated with the performance, such as freight, tolls, and—in the case of cross-border trade—customs clearance.

2. The return of packaging requires a separate agreement.

3. Statutory value-added tax (VAT) is not included in the price.

4. We can only process invoices if they specify the order number indicated in our order, in accordance with the requirements set out therein. The supplier shall be liable for any consequences arising from a failure to comply with this obligation, unless the supplier can demonstrate that they are not responsible for such failure.

5. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of the invoice, subject to a 3% early payment discount, or within 60 days of receipt of the invoice, net.

6. We are entitled to rights of set-off and retention to the extent provided by law.

§ 4 SCOPE OF SERVICES

1. The scope of services includes, among other things, the contractor transferring to the client ownership of all technical documentation (including that of sub-suppliers) as well as any other documentation required for new production, maintenance, and operation.

2. Along with this technical documentation, the contractor must grant the client all rights of use necessary for the client or third parties to utilize the supplies and services, while considering any existing patents, supplementary protection certificates, trademarks, utility models, etc.

3. Should there be any deviation from the agreed scope of services, the contractor shall only be entitled to make additional claims or request changes to the schedule if a corresponding written supplementary agreement has been concluded with the "Purchasing" department prior to the execution of such changes.

4. The ordered quantities are binding. In the event of over-delivery, the client is entitled to reject the excess quantities at the contractor's expense.

§ 5 DELIVERY TIME

1. The delivery time specified in the order is binding.

2. The supplier is obligated to notify us immediately in writing if circumstances arise, or become apparent to the supplier, indicating that the agreed delivery time cannot be met.

3. The purchaser is not obligated to accept delivery before the delivery time has elapsed.

4. In the event of a delay in delivery, we are entitled to exercise our statutory rights. In particular, we are entitled to demand damages in lieu of performance and to rescind the contract following the unsuccessful expiry of a reasonable grace period. If we demand damages, the supplier shall have the right to prove that they are not responsible for the breach of duty.

§ 6 RESCISSION AND TERMINATION

1. The purchaser may rescind the contract in whole or in part, or terminate the contract with immediate effect, if the seller ceases payments or if an application for the commencement of insolvency proceedings regarding the seller's assets is filed.

2. The same applies if the purchaser receives unfavorable information regarding the seller's financial situation, whether from a financial institution, a credit reporting agency, or through the purchaser's own knowledge, that gives rise to significant doubts regarding the seller's economic viability.

3. In the event of termination, the seller shall, at the purchaser's request, surrender to the purchaser any goods that have been manufactured or procured, in whole or in part, for the purpose of this order. Settlement shall be based on the prices agreed upon in the order.

4. If no prices have been agreed upon for individual components, the seller's purchase price plus a 5% administrative cost surcharge shall be deemed agreed, unless the seller can demonstrate that their actual administrative costs are higher. In the latter case, the higher, substantiated administrative cost surcharge shall be deemed agreed.

5. Other statutory rights and claims of the purchaser remain unaffected. Any claims for damages by the seller arising from the exercise of the aforementioned rights are excluded.

§ 7 TRANSFER OF RISK – DOCUMENTS

1. Unless otherwise agreed in writing, delivery shall be made "free to the premises" (carriage paid to the purchaser's location).

2. The supplier is obligated to state our exact purchase order number on all shipping documents and delivery notes; if the supplier fails to do so, we shall not be held responsible for any resulting processing delays.

3. For goods subject to CE directives (EMC Directive, Low Voltage Directive, Machinery Directive), the CE marking or a manufacturer's declaration is mandatory.

§ 8 EXAMINATION FOR DEFECTS – LIABILITY FOR DEFECTS

1. We are obligated to inspect the goods for any discrepancies in quality or quantity within a reasonable period; a notice of defect shall be considered timely if it is received by the supplier within 5 working days of the goods' arrival or, in the case of hidden defects, from the time of their discovery.

2. We are entitled to the full scope of statutory claims for defects pursuant to § 437 of the German Civil Code (BGB); in any event, we reserve the right to demand that the supplier either remedy the defect or deliver a replacement, at our discretion. The right to claim damages—specifically damages in lieu of performance—remains expressly reserved.

3. We are entitled to remedy the defects ourselves at the supplier's expense if there is an imminent risk or a particular need for urgent action.

4. The warranty and limitation period shall be 36 months, calculated from the transfer of risk.

§ 9 PRODUCT LIABILITY – INDEMNIFICATION – AND LIABILITY INSURANCE COVERAGE

1. To the extent that the supplier is responsible for product-related damage, the supplier shall, upon first demand, indemnify us against claims for damages brought by third parties, provided that the cause of such damage originated within the supplier's sphere of control and organization and the supplier is personally liable to such third parties.

2. Within the scope of its liability for damage as defined in paragraph (1), the supplier shall also be obligated to reimburse any expenses incurred—pursuant to §§ 683, 670 of the German Civil Code (BGB) as well as §§ 830, 840, 426 BGB—arising from or in connection with a product recall initiated by us. We shall inform the supplier of the content and scope of any such recall measures—to the extent possible and reasonable—and provide the supplier with an opportunity to comment. Other statutory claims remain unaffected.

3. The supplier undertakes to maintain product liability insurance with a coverage amount of € 5 million per personal injury/property damage incident (lump sum); this shall not affect any further claims for damages to which we may be entitled.

§ 10 INTELLECTUAL PROPERTY RIGHTS

1. The supplier warrants that no third-party rights within the Federal Republic of Germany are infringed upon in connection with its supply of goods or services.

2. Should a third-party assert claims against us on these grounds, the supplier shall be obligated to indemnify us against such claims upon our first written demand; we shall not be entitled to enter into any agreements with the third party—such as settlements—without the supplier's consent.

3. The supplier's obligation to indemnify extends to all expenses necessarily incurred by us arising from or in connection with a claim made by a third party.

4. The limitation period is ten years, calculated from the time the contract is concluded.

§ 11 RETENTION OF TITLE – PROVISION OF MATERIALS –TOOLS – CONFIDENTIALITY

1. Insofar as we provide parts to the supplier, we retain ownership of them. Any processing or transformation of these parts by the supplier shall be carried out on our behalf.

2. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of our goods (purchase price plus VAT) relative to the value of the other processed items at the time of processing.

3. If the items provided by us are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the items subject to retention of title (purchase price plus VAT) relative to the value of the other mixed items at the time of mixing. If the mixing occurs in such a way that the supplier's item is to be considered the principal component, it is agreed that the supplier shall transfer a proportionate share of co-ownership to us; the supplier shall hold the sole ownership or co-ownership in safe custody on our behalf.

4. We retain ownership of all tools; the supplier is obligated to use these tools exclusively for the manufacture of the goods ordered by us. The supplier is obligated to ensure the tools belonging to us at their replacement value, at their own expense, against damage caused by fire, water, or theft. At the same time, the supplier hereby assigns to us all claims for compensation arising from such insurance; we hereby accept this assignment. The supplier is obligated to carry out, at its own expense and in a timely manner, any necessary maintenance and inspection work, as well as all servicing and repair work, on our tools. The supplier must notify us immediately of any malfunctions; failure to do so through the supplier's own fault shall not prejudice any claims for damages.

5. The supplier is obligated to keep strictly confidential all illustrations, drawings, calculations, and other documents and information received. These may only be disclosed to

third parties with our express consent. This confidentiality obligation shall remain in effect even after the completion of this contract; it shall expire if and to the extent that the manufacturing knowledge contained in the provided illustrations, drawings, calculations, and other documents becomes generally known.

§ 12 Customer Protection, Confidentiality, and Direct Sales; Protection of Customer Data, particularly in the Case of Drop-Shipment Transactions

1. If, in the course of executing the contract—particularly in the case of agreed-upon direct deliveries to the buyer's end customers (drop-shipment transactions)—the supplier gains knowledge of the names, addresses, contact persons, or other data pertaining to the buyer's customers, such information must be treated as strictly confidential business secrets. The supplier is prohibited from using this data for its own sales, marketing, or advertising purposes, or from disclosing it to third parties.

2. The supplier shall impose corresponding obligations upon its agents and persons employed in the performance of its obligations.

3. If the order relates to a specific customer project identified by the buyer to the supplier for the purpose of preparing a quotation or executing an order, the supplier undertakes not to actively solicit or supply the identified end customer—whether directly or indirectly—in connection with this project or any similar follow-up orders for a period of 24 months following the final delivery. The supplier's right to fulfill unsolicited inquiries from the end customer ("passive sales") remains unaffected, provided that no confidential information belonging to the buyer is used for such purposes.

4. If the supplier manufactures contract products according to specific requirements, drawings, or formulas, or by using tools provided by the buyer, or if the supplier—at the buyer's request—marks products with the buyer's trademarks or other identifiers (private label/OEM), the supplier is prohibited from selling such specifically manufactured or marked products directly to any third party.

§ 13 Contractual Penalty

1. For every culpable breach of the obligations set forth in paragraphs 1 through 4 above, the supplier shall be liable to pay a reasonable contractual penalty. The amount of this penalty shall be determined by the buyer at their reasonable discretion and shall be subject to review by a competent court in the event of a dispute.

2. The contractual penalty shall amount to at least 5% of the annual revenue generated with the buyer's end customer.

3. Further claims for damages remain unaffected; any contractual penalty paid shall be credited against such claims.

§ 14 FINAL PROVISIONS

1. The assignment of any claims against the buyer by the seller is permitted only with the buyer's consent. Consent may be granted retroactively. Rights and obligations arising from an order may only be transferred with the written consent of the buyer. The supplier is not entitled to assign rights—in particular, claims—against the purchaser to third parties, or to have such rights collected by third parties. Section 354a of the German Commercial Code (HGB) remains unaffected by this.

2. A waiver by one party regarding a breach or non-performance, or regarding a right or legal remedy—as well as any established course of conduct—does not constitute a continuing waiver with respect to any other breach, non-performance, right, or legal remedy, unless such a waiver is documented in a written instrument signed by the party granting the waiver.

3. Should any clause, paragraph, or other provision of the contract be found invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In the event that a provision is found to be invalid or unenforceable, the parties agree to replace it with a provision that most closely approximates the economic purpose intended by the original, invalid, or unenforceable provision.

4. The supplier enters into the contract as the primary contracting party. The purchaser acknowledges that, regarding the proper performance of the contract, they shall look exclusively to the supplier.

5. Failure by the supplier to exercise a right under this contract does not constitute a waiver of the right to assert it in the future.

6. The contract shall be governed in all respects by the laws of the Federal Republic of Germany, excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG)—this applies particularly to legal relationships involving foreign sellers. If the purchaser is a merchant (*Vollkaufmann*), a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contract shall be Kassel. However, the supplier may also bring legal action against the purchaser at the purchaser's place of business.

7. The headings above the sections and paragraphs of the contract are provided for convenience only and shall be disregarded for the purpose of interpretation.

8. All communications and claims in connection with the contract must be made in writing.

9. The purchaser is permitted to process data collected about the seller within the scope of their existing business relationship, in accordance with the provisions of the Federal Data Protection Act (Bundesdatenschutzgesetz), regardless of whether such data originates from the seller directly or is made known to the purchaser by a third party.

NEOMELT Feuerfesttechnik GmbH & Co. KG

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