



**General Terms and Conditions
of GKD - Gebr. Kufferath AG
for the Purchase of Goods and Services**

§ 1 Scope of application

- 1.1 All supplies of goods and services (referred to as **"Supplies"**) based on orders placed by us, GKD - Gebr. Kufferath AG, as well as offers made to us take place exclusively on the basis of these General Terms and Conditions (referred to as these **"Terms"**).
- 1.2 Terms and conditions of the contracting counterparty that conflict with or differ from these Terms shall apply only where, in the individual case, these have been approved expressly prior to the entering into the contract by a member of the management board or an authorised signing officer (*Prokurist*) or by a representative authorised by us, even where these are contained in other documents (e.g. specifications, data sheets, technical documentation, advertising materials, order confirmations or delivery certificates). The general terms and conditions of the contracting counterparty also remain non-binding where their application is not expressly objected to. The recognition of the general terms and conditions of the contracting counterparty by way of reference to materials of that contracting counterparty and/or the implied acceptance of the general terms and conditions of the contracting counterparty by way of conclusive behaviour such as silence, acceptance of the Supplies and/or payments are excluded. Part B of the Regulation on Tendering for Construction Services (*Verdingungsordnung für Bauleistungen*) shall not apply.
- 1.3 These Terms also apply to contractual relationships founded in the future. They shall apply regardless of whether special reference to these is made in individual cases or not.

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§ 2 Contract formation

- 2.1 Text form (e.g. letter, email, fax) is sufficient for declarations and notices that have legal significance. Legal requirements of form and our rights to request additional evidence, in particular where doubt is posed with respect to the legitimacy of the person providing the declaration, remain unaffected.
- 2.2 We are entitled to request prices and/or other terms for Supplies from the contracting counterparty at any time. In response, the contracting counterparty shall provide an offer corresponding precisely to our request with respect to all of the characteristics that are decisive for the Supplies, in particular quantity and quality, as well as all legal terms provided for. The contracting counterparty must expressly mark any discrepancies from our request that are contained in the offer. The provision of the offer by the contracting counterparty is free of cost for us.
- 2.3 We are entitled to accept an offer from the contracting counterparty within one week of receipt by us; no duty is posed, however, to accept any such offer. Orders placed by us and in which we do not accept any offer from the contracting counterparty may be accepted by the contracting counterparty only within one week of the date of sending and subject to reference to our complete order information. Any later acceptance amounts to a new offer and requires acceptance by us.
- 2.4 All of the requirements with respect to the provision of Supplies, including the transportation manner, transporter and provisions on transportation (*Versandvorschriften*) contained in our order are binding. Where no transportation manner is agreed the contracting counterparty shall select the most inexpensive means.
- 2.5 Our contracting counterparty is obliged, to the extent that is reasonable for it, to modify the goods/services supplied by it with respect to (among other things) construction and performance. Any changes to the order that follow from that such as, e.g. with respect to costs and delivery dates, shall be mutually agreed on accordingly.



**§ 3 Supply modalities and transfer of risk;
reservation of title; default in acceptance; set-off**

- 3.1 The contracting counterparty shall package and ensure the safety of and – to the extent responsible for transportation – shall transport the goods supplied in such a manner that no danger of loss and damage to such goods is posed in transportation and that the goods may be unloaded safely at the site of delivery. Duties at law to mark goods shall be complied with.
- 3.2 The contracting counterparty shall comply with our instructions on packing and transportation of the goods supplied. Each shipment shall be accompanied by a delivery certificate containing all of the order information provided by us.
- 3.3 Partial deliveries/supplies and deliveries/supplies of additional or lesser Supplies are allowed only with our prior express consent.
- 3.4 We are entitled to sell on any supplied goods in the ordinary course of business, including prior to payment of the purchase price, subject to a reservation of title (*Eigentumsvorbehalt*). We do not acknowledge any expanded or extended reservation of title of the contracting counterparty. Any agreement on such a reservation of title requires our separate approval.
- 3.5 Where we accept an offer of transfer of title on the part of the contracting counterparty that is conditional upon payment of the purchase price (simple reservation of title), that reservation of title shall be extinguished at the latest upon the payment of the purchase price for the supplied goods.
- 3.6 To the extent not otherwise agreed, all Supplies shall take place free of transportation and packaging costs and at the site of delivery – DAP (under INCOTERMS 2010). Risk shall transfer as of the time of delivery at the agreed site of delivery. Where the site of delivery is not provided for and where no other agreement on this is reached, Supplies shall be provided at our business headquarters. § 447 of the German Civil Code (BGB) shall not apply.

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- 3.7 Where goods are delivered directly to one of our customers this shall take place using neutral packaging and neutral delivery documents; we shall be provided with a copy of the delivery documentation.
- 3.8 The contracting counterparty must also expressly offer us its Supplies where a certain or determinable time period is agreed for any action or participation on our part (e.g. ordering materials). Where the contract relates to goods that need to be manufactured by the contracting counterparty to specifications and are no fungible things (custom goods; *Einzelanfertigung*), any further rights of the contracting counterparty arise only where we undertake to participate and are at fault for the lack of participation.
- 3.9 The contracting counterparty has rights of set-off or withholding only on the basis of counterclaims that have become legally binding or which are undisputed.

§ 4 Export Control / Customs / Security

- 4.1 The contracting counterparty must comply with the applicable legal requirements for all services, in particular those of customs and export control law, as well as obtain any necessary transfer or export permits, provided that the applicable regulations do not oblige the contracting counterparty, but us, or a third party to apply for transfer or export permits. At our request, the contracting counterparty should present the transfer or export permits issued for the shipment.
- 4.2 The contracting counterparty is obliged to inform us of any data and information in its business documents required for compliance with customs and export control law. In this respect, the supplier will be obliged to state the following in its offers, order confirmations, and invoices for each individual product item, regardless of whether goods, software, or technology are to be delivered:
- a detailed description of goods usable under customs tariff law
 - a Customs tariff number (at least 6-digits HS-Code)
 - the commercial origin

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- 4.3 In addition, the supplier will be obliged to inform us as to whether the product is an export-controlled product or not. In this respect, the supplier will be obliged to state at least for each individual product item in its offers, order confirmations, and invoices, regardless of whether goods, software, or technology are to be delivered, and whether the product is listed armaments or dual-use goods according to the applicable law or subject to a country embargo, including the relevant list position involved. This includes the following information in particular:
- List position according to Annex I and IV of the EU Dual-Use Regulation (DUV)
 - Export list number (AL) according to the Annex to the German Foreign Trade and Payments Ordinance (AWV) or another national list of goods in the European Union or a third country outside the European Union
 - Listing in an embargoed country of the European Union, especially Russia
 - ECCN (Export Control Classification Number) for US goods.
- 4.4 The contracting counterparty agrees to facilitate us in reducing and minimising customs duties. For this purpose, contracting counterparties based in a third country outside the European Union or contracting counterparties who arrange for goods to be imported to us from outside the European Union agree to sell us preferential goods and to deliver them with a formally valid and correct proof of preference, provided that a preferential rule according to the applicable preferential law is fulfilled. This preference must be indicated in the offer.
- 4.5 Contracting counterparties based in the European Union and contracting counterparties who have suppliers based in the European Union or Turkey are obliged to provide us with evidence of the preferential origin of the goods from the European Union or Turkey using a supplier declaration in accordance with the legally prescribed wording if the goods have preferential origin in the European Union or Turkey. Supporting documentation should be provided insofar as possible in the form of a long-term supplier declaration (LLE) with a validity period of at least one calendar year (1 January–31 December). Supplier declarations that do not meet the legal requirements will not be recognised.



- 4.5 The supplier agrees to ensure the security of the supply chain and to inform us as to whether it is a participant in a security programme, for example, in the European Union, an Authorised Economic Operator (AEO). If this is the case, the supplier will be obliged to submit the certificate upon request. If the supplier is not an AEO, he agrees to provide us with a safety declaration upon request.
- 4.6 The supplier assures that the data, information, and documents communicated to us in accordance with the previous paragraphs are complete, correct, and truthful and agrees to designate a contact person for clarification of queries and provide us or the authorities with additional data, information, and documents immediately upon request as well as notify us in writing and provide evidence that the data, information, and documents communicated to us are complete, correct, and truthful. This applies to the product, but if necessary also to its components.
- 4.7 In the event of changes to the data, information, and documents disclosed to us, as described in all the sections above, the contractual partner must inform us immediately via the contact person specified in the order. The contractual partner shall pay any expenses and damages that we incur as a result of the absence or inaccuracy of this data, information, and documents.
- 4.8 If it is necessary that contracting counterparty needs customs or export control-related data, information, or documents from us, the partner agrees to use them only to carry out the individual transaction. This data includes in particular the Economic Operators Registration and Identification (EORI) number.

§ 5 Delivery/performance deadlines and default in delivery/performance

- 5.1 To the extent that the commencement of the delivery/performance deadline is not expressly otherwise agreed, the deadline for delivery/performance shall commence as of the date that the order is placed. Where no deadline is agreed, delivery/performance shall take place without delay.
- 5.2 Compliance with the date for the delivery of goods (or deadline for this) is determined by the date of delivery of these goods at the site set out in our order and for services, the

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provision of these to us. Where Supplies are not agreed to be provided “carriage free” (*frei Haus*), the contracting counterparty shall make the goods available on a timely basis whereby the duration of loading and unloading shall be taken into account.

- 5.3 Where the contracting counterparty is in default, we are entitled to demand one-off default damages in the amount of 0.5 % of the net price per calendar week, but in no case more than 5 % of the net price of the goods supplied. We remain entitled to prove greater damages. The contracting counterparty is entitled to prove that no damages or substantially lesser damages were sustained.
- 5.4 Where delivery/performance takes place prematurely we shall be entitled to invoice the contracting counterparty for any additional costs incurred, such as storage and insurance costs, and to make payments only at the agreed delivery date. Up until such agreed delivery date we shall be responsible only for the liability of a storage agent.
- 5.5 The contracting counterparty undertakes to inform us without delay where circumstances arise or become known to it that are suitable to endanger the provision of the Supplies on a timely basis, completely and/or defect-free. That notice must, to the extent possible, contain comprehensive and precise details on these circumstances, the extent of the threat and the foreseeable duration of any delay in the provision of Supplies. Where, under due consideration, the obstacle posed towards the contracting counterparty will result in it not being able to provide its Supplies at all, it shall make express reference to this. The contracting counterparty is not absolved of its obligation to provide timely delivery/performance by this.

§ 6 Defective Supplies

- 6.1 Unless otherwise provided for in these Terms, statutory laws govern our rights in the event of material and title defects with respect to the goods and other breaches of duties on the part of the contracting counterparty.

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- 6.2 Delivery/performance on the part of the contracting counterparty is defective where it fails to meet the quality agreed on or, in the absence of any such agreement, is unsuitable for the contractual use provided for. Delivery/performance on the part of the contracting counterparty is defective in any event where it does not match the newest state of the art at the time of delivery/performance. Delivery/performance is also defective where the contracting counterparty provides delivery/performance of goods or services that are other than those ordered or which are too few in amount. Delivery/performance is further defective where it fails to meet our quality requirements, applicable environmental regulations, the DIN norms that apply on the date of delivery, accident prevention regulations of the trade association (*Berufsgenossenschaft*), the applicable regulations and directives issued by authorities and professional associations (*Fachverbände*) or statutory laws.
- 6.3 Where there is substantiated reason to suspect that delivery/performance on the part of the contracting counterparty is defective, that party shall bear the required costs for review and subsequent performance even where it is determined that no such defect existed. This shall not apply where the contracting counterparty was not at fault for any such suspicion of a defect. Our liability to compensate for damages for unjustified remedy of damages requests remains unaffected; to this extent, we are liable only where we have recognised (or failed through gross negligence to recognise) that no defect existed.
- 6.4 The acceptance of Supplies, the use – even temporarily – of the Supplies or payments made for these shall not amount to the acceptance of these Supplies and do not amount to any waiver on our part of rights to which we are entitled.
- 6.5 The commercial duties to inspect goods/services and object to defects are governed by commercial laws (§ 377 and § 381 of the German Commercial Code (HGB)) with the following condition: Our inspection duty is limited to defects that are clearly observable in our goods receipt inspection of their outward appearance including the delivery documentation (e.g. transportation damage, delivery of the wrong goods or a lower quantity) or which are recognisable in sample testing in our quality control testing. No

duty to inspect the goods/services exists to the extent that acceptance is agreed on. Otherwise, the question of whether an inspection is warranted in the circumstances of the individual case in the ordinary course of business is determinative. Our duty to object to defects (*Rügepflicht*) that are discovered later remains unaffected. Irrespective of our duty to inspect the goods/services, our objection (notice of defects - *Mängelanzeige*) shall be deemed in any case to be provided without delay and on time where it is sent within 5 days of discovery or, for obvious defects, as of delivery.

- 6.6 We are entitled to withdraw from this Agreement even prior to the Supplies of the contracting counterparty becoming due where it is clear that the conditions for such withdrawal will arise, in particular where this follows from the notices of the contracting counterparty under clause 5.5 of these Terms.
- 6.7 Rights we are entitled to in addition to that, in particular claims for damages due to breaches of duty on the part of the contracting counterparty, remain unaffected.
- 6.8 To the extent that we and the contracting counterparty are parties to a quality control agreement (*Qualitätssicherungsvereinbarung*) and this agreement contains terms that differ from this § 5, the terms of the quality control agreement shall have priority.

§ 7 Recourse to the supplier

- 7.1 Our claims at law for recourse within a supply chain (supplier recourse under § 445a, § 445b and § 478 BGB) are available to us without restriction in addition to claims based on defects. We are in particular entitled to demand precisely that form of subsequent performance (remedial works or replacement supply) from the vendor that we owe to our customer in the individual case. Our statutory election right (§ 439 para. 1 BGB) is not limited by this.
- 7.2 We will inform the contracting counterparty and provide it with a brief description of the facts and request its opinion on these prior to acknowledging or satisfying any claim for defects asserted by one of our customers (including compensation for expenses pursuant

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to § 445a para. 1, § 439 paras. 2 and 3 BGB). Where no substantiated opinion is provided within a reasonable period of time and where no amicable resolution is brought about, the claim based on defects that is actually accepted by us shall be deemed to be owed to our customer. In this case, it is incumbent upon the contracting counterparty to provide proof otherwise.

- 7.3 Our supplier recourse claims shall apply even where the defective goods were processed by us or by another business, e.g. by installing these into another product.

§ 8 Use of subcontractors; contracting counterparty employees

- 8.1 The contracting counterparty shall provide its Supplies with the due care of a conscientious commercial businessperson.
- 8.2 Any use of subcontractors requires our prior consent.
- 8.3 The contracting counterparty has the professional and disciplinary right to provide directions (*Weisungsrecht*) to its employees. This shall also apply where contractual performance shall be undertaken at our business on a project basis.
- 8.4 The contracting counterparty is obliged to follow the instructions of our plant security.
- 8.5 We are entitled at all times to ask employees and fulfilment agents of the contracting counterparty to leave our premises, to prohibit these from entering our premises and to refuse access to these where we regard this as appropriate for security reasons, in particular based on the behaviour of the respective person. The contracting counterparty shall replace the respective person at its own cost and risk. Where an employee of the contracting counterparty charged with contractual performance needs to be replaced by another employee on grounds for which we are not responsible, any training time shall be borne by the contracting counterparty.



- 8.6 The personnel used by the contracting counterparty should be exchanged only in exceptional cases; any such exchange must be notified to us. The contracting counterparty must ensure in any exchange that no prejudice to us occurs.
- 8.7 The contracting counterparty undertakes to use only employees for whom it complies with all tax and social insurance law regulations.
- 8.8 The contracting counterparty is obliged to comply with all statutory and contractual accident prevention and work safety regulations and must ensure that any threats to the health and safety of the personnel used by it and any direct or indirect subcontractors for the provision of the Supplies, as well as all other persons who are entitled to spend time in the work area, are excluded.
- 8.9 The contracting counterparty may use employees requiring a work permit only where these are its own employees and these hold a residency and work permit for the geographic and temporal scope of the Supplies that are to be provided. Evidence of this shall be provided upon request. These employees must otherwise not be named in the sanctions lists of Germany, the EU or the USA.
- 8.10 The contracting counterparty shall ensure that only trained and sufficiently qualified trade personnel are used for the performance of all services. All employees used at our facilities require sufficient professional work experience which must be proven upon request. The contracting counterparty shall ensure that its employees have the required facility and site knowledge and the qualifications necessary to perform their tasks.
- 8.11 Employees shall be paid in accordance with the minimum wage regulations of the collective agreement of their respective country. Compliance with this must be confirmed towards us upon request.

§ 9 Limitation periods

- 9.1 Notwithstanding § 438 para. 1 no. 3 BGB the limitation period for claims based on material defects (*Sachmängel*) shall be 36 months as of the transfer of risk provided that no longer period is provided for at law for the goods or services provided by the contracting counterparty. Where these are works services (*Werkleistung*) in terms of § 631 BGB, the limitation period shall commence as of acceptance.
- 9.2 The imitation period provided for in clause 9.1 of this Agreement shall also apply to legal defects (*Rechtsmängel*), whereby the limitation period at law for third-party in rem claims for the provision of goods (§ 438 para. 1 no. 1 BGB) remains unaffected. In addition to this, claims based on legal defects shall not expire for such period as a third party may still assert such claims against us – in particular based on a lack of the expiry of limitation periods.
- 9.3 Commercial-law limitation periods, including the foregoing extension, shall apply in the scope provided for at law for all contractual claims based on defects. To the extent that we are also entitled to extra-contractual damages claims based on a defect, the regular limitation periods at law (§ 195 and § 199 BGB) shall apply to these, provided that the application of commercial-law limitation periods does not result in a longer limitation period in the individual case.

§ 10 Product liability, liability insurance

- 10.1 Where the contracting counterparty is responsible for damaged products it shall hold us harmless and indemnify us against damages claims brought by third parties if and to the extent that the damage was caused by a defect in the goods supplied or the cause of the damaged products is found in its scope of control and organisation. This shall not apply where the contracting counterparty is not responsible for the damaged products. Claims at law on our part remain unaffected.

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- 10.2 In the context of its liability for events of damage in terms of clause 10.1, the contracting counterparty shall also be obliged to reimburse us for any expenses that arise under or in connection with any recall measures undertaken by us. To the extent possible and reasonable, we shall inform the contracting counterparty of the content and scope of any recall measures to be undertaken and shall offer it an opportunity to provide us with an opinion on this.
- 10.3 The contracting counterparty undertakes to maintain a sufficient product liability insurance policy (including coverage of recall costs). Upon request, the contracting counterparty shall provide proof of this policy by providing a corresponding insurer confirmation.
- 10.4 Statutory provisions shall otherwise apply.

§ 11 Replacement parts

The contracting counterparty undertakes to maintain replacement parts for the items delivered by it for the commercial use-life of the items to the extent this is commercially reasonable. Where the contracting counterparty intends on ceasing production of replacement parts for the products supplied to us, it shall notify us of this cessation decision without delay after the decision is taken.

§ 12 Title, intellectual property, third-party protective rights

- 12.1 All documents, diagrams, models, instruments or similar items that are provided to the contracting counterparty for the provision of an offer or the provision of Supplies remain our property and the contracting counterparty may not use these for other purposes, copy these or make these available to third parties unless this is required for the contracting counterparty to fulfil its obligations. They must be returned to us without

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delay and without request to the extent that they are no longer needed for the provision of an offer or the Supplies which the contracting counterparty has undertaken to provide. The same applies where this Agreement is terminated. The contracting counterparty must treat the foregoing documents and items as business secrets and shall store them with due care. It shall be liable for any damages resulting from a breach of this duty unless it is not responsible for such breach.

- 12.2 The foregoing provisions apply mutatis mutandis to products and materials (e.g. software, finished and semi-finished goods) as well as tools, templates, patterns and other items that we provide to the contracting counterparty for manufacturing. Unless these have been processed, any such items must be stored separately at the cost of the contracting counterparty and insured appropriately against destruction and loss.

§ 13 Prices, invoices, payment terms

- 13.1 The agreed price is a one-off fixed price. The price covers all of the Supplies to be provided by the contracting counterparty, including packaging, transportation to the delivery site specified by us and transportation insurance for the entire duration of transportation.
- 13.2 Our settlement of invoices shall take place after receipt of the invoices and the determination that the goods are correct. Payment within 30 days is intended. If payments are made within 14 days, payments shall be made with a 2 % discount (1 % after 14 days). Where premature deliveries are accepted, amounts are due payable as of the agreed delivery date. The review and acknowledgement of the delivery and the invoice remain reserved. We are entitled to withhold payment pro rata for incorrect deliveries until proper fulfilment occurs.
- 13.3 Invoices shall be sent to us as provided for in the order immediately after full delivery of goods or provision of services is made. In respect of this, we reserve the right to return invoices that are incomplete or incorrect with respect to the order information or which are incomplete or incorrect in respect of the invoice address.

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- 13.4 No default interest shall be owed by us.
- 13.5 Payments, including prepayments or partial payments, made on our part do not amount to any acknowledgement of proper contractual fulfilment on the part of our contracting counterparty.
- 13.6 We are entitled to set-off and withholding rights in the scope provided for at law.
- 13.7 The contracting counterparty is not entitled to assign claims against us without our consent. § 354a HGB remains unaffected. In the event of any assignment in violation of this Agreement we are entitled to, at our election, make payments to the contracting counterparty or to the third party.

§ 14 Limitation of damages claims

- 14.1 We are liable for the intentional and grossly negligent acts of our corporate bodies and agents as well as – irrespective of the degree of fault – for loss of life and damage to health or bodily integrity.
- 14.2 We are further liable for simple negligence on the part of our corporate bodies and agents in the event of impossibility, performance default, non-compliance with any warranty or the breach of any other essential contractual duty. In such cases our liability is limited to the damages that are typical for the contract and which we were required to reasonably anticipate when entering into the contract.
- 14.3 Any liability on our part extending beyond that provided for in clauses 14.1 and 14.2 of this Agreement, regardless of the legal basis for that, is excluded. This shall apply in particular to all claims for the breach of contractual duties, claims of culpability at the time of entering into the contract and for claims in tort.
- 14.4 All of the limitations of liability under clauses 14.1 to 14.3 of this Agreement shall also apply to the benefit of our corporate bodies and agents.

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§ 15 Quality, environment and documentation

- 15.1 With respect to its Supplies the contracting counterparty shall comply with the newest state of the art and all applicable regulations, in particular those referred to in clause 5.2. To the extent that the contracting counterparty receives diagrams, templates or other documentation, it shall comply with these in respect of performance and quality characteristics of the goods/services supplied. Amendments to the subject of the contract, any prior approved production process or its relocation to another site must be timely notified by the contracting counterparty and shall require our prior express consent.
- 15.2 The contracting counterparty shall comply with all environmental and safety laws and norms that apply to it and that apply under German and/or European laws. The long-term improvement of environmental protection and the avoidance of environmental pollution will be ensured systematically.
- 15.3 For Supplies provided in the European Union the contracting counterparty is obliged to comply with the EU Parliament and Council Regulation no. 1907/2006 dated 18 December 2006 on the registration, evaluation, authorisation and restriction of chemicals (Reach). Products which do not completely meet the requirements of this Regulation may not be supplied to us. The contracting counterparty shall obtain undertakings corresponding to the foregoing provisions from its contracted subcontractors.

§ 16 Force majeure

Events of force majeure, war, natural disasters, measures taken by authorities and other unforeseeable, unavoidable and profoundly significant events shall release the contracting counterparty from its obligation to provide the Supplies for the duration of the disruption and in the scope that these effects take place provided that these events were unforeseeable at the time this Agreement was entered into. We are entitled to withdraw from this Agreement or to

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terminate it vis-à-vis the contracting counterparty where the contracting counterparty is prevented for the period of two months from providing the Supplies that are owed and no short-term improvement is foreseeable.

§ 17 Data protection

The contracting counterparty is obliged to comply with data protection law regulations in its provision of the Supplies. In particular, it shall correspondingly oblige its employees to maintain data secrecy in accordance with the (EU) General Data Protection Regulation (GDPR) to the extent that these employees are in contact with personal data. A contract that satisfies the requirements contained in Art. 28 GDPR shall be entered into where personal data are collected, processed or used by the contracting counterparty based on our instructions or where access to personal data is possible in the context of an IT service or maintenance agreement.

§ 18 Data security

Supplies that are prepared electronically shall be stored regularly by the contracting counterparty taking account of the respectively updated software environment. Safety copies shall be stored accordingly.

§ 19 Hardware & software, source code

19.1 Orders of hardware and software shall amount to single units provided that nothing conflicting with this was agreed on.

19.2 The contracting counterparty shall grant us the exclusive right of use for any programmes that are developed individually for us and even without an express agreement on this.

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The contracting counterparty will provide the source code along with corresponding documentation. To the extent that the contracting counterparty reworks programmes in connection with material defect liability, such measures shall be included by the contracting counterparty immediately into the source code and the documentation. The contracting counterparty shall then send us a copy of the updated status without delay after doing so.

- 19.3 The contracting counterparty shall inform us where the software provided to us is based in part or entirely on so-called open source software or contains such software and will then also inform us of what duties we are bound to comply with based on the applicable licence terms.

§ 20 Code of behaviour

The contracting counterparty shall not participate, actively or passively, directly or indirectly, in any form of bribery, violations of the basic human rights of its employees or child labour. The contracting counterparty shall comply with all legal regulations at the site of its headquarters and at the sites at which its employees are based.

§ 21 Final provisions

- 21.1 Where one or more provisions of these Terms and any additional agreements entered into is or shall become invalid, the validity of the Agreement shall otherwise not be affected. The contracting parties undertake to replace the invalid provision with that provision that most closely commercially resembles the invalid provision.

- 21.2 All legal relationships that arise in connection with the entering into, performance or termination of this Agreement are governed by the substantive laws of the Federal

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Republic of Germany subject to the exclusion of the UN Convention on the International Sale of Goods (CISG).

- 21.3 The place of performance for all supplies of goods and services provided by the contracting counterparty is that determined in the Agreement. The place of performance for the performance of our duties is Düren.
- 21.4 Düren is the exclusive venue for all legal disputes. We are, however, entitled at our election to bring claims against the contracting counterpart at other venues available to us at law.
- 21.5 Clauses 21.3 and 21.4 of these Terms shall apply only vis-a-vis merchants (*Kaufleute*), legal entities governed by public law and special assets (*Sondervermögen*) under public law.
- 21.6 To the extent that the original German-language version of these Terms has been provided to or is available to the contracting counterparty only that original German-language version shall be binding. To the extent these English-language terms apply, the German-language terms used in brackets in these Terms shall be conclusively determinative for the interpretation of the relevant German law concepts to which these are appended. The contracting counterparty is itself exclusively responsible for obtaining any legal advice necessary in order to understand and take account of these German law concepts.

Status: 01st September 2023

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