

## I. GENERAL PROVISIONS

- These general purchasing terms and conditions of PENTAC (hereinafter "General Purchasing Terms and Conditions") are an integral part of the contracts on deliveries and services between the goods supplier resp. service provider (hereinafter "Contractor") and PENTAC. If the Contractor has recognised these General Purchasing Terms and Conditions, they also apply to future contracts with it.
- The Contractor's General Terms and Conditions (TERMS) apply only if and insofar as PENTAC declares that it consents to these with express reference in text form. The mere reference to a letter by the Contractor that contains its TERMS or refers to such does not constitute an application of those TERMS by PENTAC. The Contractor's TERMS are not intended to be either if PENTAC unconditionally accepts the delivery or service in the knowledge of the Contractor's General Terms and Conditions contrary to or deviating from these TERMS.

## II. OFFER AND TERM OF ACCEPTANCE

- The Contractor's offers and/or cost estimates are made free of charge and do not establish any obligation for PENTAC.
- The Contractor expressly shall expressly point out in its offer any deviations from PENTAC's request for quotation and additionally offer PENTAC alternatives that are technically more convenient or cheaper than the request for quotation.
- The Contractor is obliged to accept PENTAC's purchase order (offer to conclude a contract) within seven days.

## III. SCHEDULED DELIVERY DATES, CHANGES OF DELIVERIES AND/OR SERVICES

- Agreed dates for the deliveries and/or services are binding. Observation of the scheduled delivery date in the case of deliveries of goods is determined by the time of the delivery of the goods free of defects to PENTAC at usual business times with the required shipping documents at the location indicated in the purchase order (hereinafter "destination"). If a delivery with installation / service is agreed, observation of the scheduled date is determined by the delivery of the goods free of defects after proper execution of the installation / service. If acceptance is prescribed by law or contractually agreed, observation is determined by the time of the acceptance. Premature deliveries / services or partial deliveries / partial services require PENTAC's prior consent in text form.
- If the Contractor recognises that it cannot meet its contractual obligations in whole or in part or not in good time, it must inform PENTAC in text form without undue delay, indicating the grounds and the expected duration of the delay. The unconditional acceptance of a late (partial) delivery / (partial) service does not constitute any waiver by PENTAC of rights or claims for (partial) delivery and/or (partial) service not in good time.
- Changes of the object of delivery or service require prior approval by PENTAC in text form.
- The Contractor is obliged to request any supporting documents possibly to be provided or other agreed acts in cooperation from PENTAC in good time for the execution of the Contract.

## IV. QUALITY AND QUALITY DEVIATION

- The Contractor shall carry out, maintain and provide documentary evidence of an effective quality assurance to PENTAC upon request. The Contractor shall use a quality assurance system with elements of ISO 9000 et seq. or an equivalent kind for this purpose. PENTAC is entitled to review the Contractor's quality assurance system by itself or through a third party commissioned by PENTAC.
- Deviations in quantity and quality from the text and content of our purchase order and subsequent contract amendments are considered to be agreed only if PENTAC has expressly confirmed these in writing.

## V. DELIVERY, SHIPPING, PACKAGING, TRANSFER OF RISK, TRANSFER OF OWNERSHIP

- Unless agreed otherwise, the delivery of goods must be made "DAP destination (Incoterms 2010)". Unless agreed otherwise, the delivery must be sent together with the delivery note in duplicate, packing slip and inspection certificates in accordance with the agreed specifications and other required documents. The purchase order number, gross and net weight, number of packaged items and type of packaging (single-use / reusable), completion date as well as destination (unloading site) and consignee – if known – must be stated completely in all shipping documents and – in the case of packaged goods – on the outer packaging.
- In the case of third country deliveries (imports) PENTAC must be noted down as importer (declarant) in the shipping documents. The Contractor must support PENTAC with all documents and information that are necessary for preparing a complete and correct import customs declaration and issuing it to the competent customs authority in accordance with the import country's customs provisions.
- The Contractor is obliged to inform PENTAC in text format about the percentage share of the goods and services with US origin.
- The Contractor must safeguard PENTAC's interests meticulously during the shipping. The goods must be packaged with packaging materials permitted at the destination, so that transport damage is avoided. The Contractor is liable for damage as a result of improper packaging in accordance with the statutory provisions.
- In the case of domestic deliveries, the Contractor shall collect or have a third party collect accumulating outer, transport and sales packaging at the destination at PENTAC's request.
- The Contractor must package, mark/label and ship hazardous products in accordance with the relevant national and international regulations. The Contractor shall fulfil all obligations incumbent on the suppliers pursuant to the REACH Regulation (within the meaning of article 3 no. 32 EC Regulation 1907/2006/EC (hereinafter "REACH Regulation")) in relation to the delivery of the goods. In particular, it shall make available to PENTAC a safety data sheet pursuant to article 31 REACH Regulation in the language of the receiving country in all cases prescribed in article 31 item 1 to 3 REACH Regulation.
- The Contractor shall bear the risk of loss or damage up until the arrival of the contractual goods at the destination with the documents indicated in items 5.1 and 5.2.
- If acceptance is prescribed by law or contractually agreed, the transfer of risk shall occur upon acceptance by PENTAC. If formal acceptance is agreed, the transfer of risk shall not take place before confirmation of the successful acceptance by PENTAC in the certificate of acceptance. The payment of billed amounts does not replace the formal acceptance.
- The acquisition of ownership shall be in accordance with the statutory provisions.

## VI. ORIGIN AND STATUS OF GOODS

- The Contractor shall indicate the non-preferential origin of the goods (country of origin) in the commercial documents. If applicable, the Contractor shall additionally make available an ATR movement certificate. At PENTAC's request, the Contractor shall provide a certificate or document of origin regarding the (preferential) origin of the goods.
- The goods must meet the conditions of origin of the bi- or multi-lateral preferential agreements or the unilateral conditions of origin of the Generalised Scheme of Preferences for Beneficiary Countries (GSP), if this concerns deliveries in connection with these transportations of goods.

## VII. CONDITION OF THE DELIVERY / SERVICE, NOTICE OF DEFECTS, RIGHTS IN THE EVENT OF DEFECTS

- The Contractor is responsible for ensuring the freedom of defects of the deliveries and services, in particular commercial with the agreed product - resp. service specifications, as well as in addition the existence of contractually guaranteed properties and features. In addition, the Contractor vouches that the deliveries and services will conform to the state of the art – and – if relevant, the generally acknowledged status of safety/security technology, occupational medicine and hygiene, are provided by qualified personnel and are in accordance with all relevant legal regulations at the destination.
- If machines, equipment or plants constitute delivery items, they shall meet the special safety requirements applicable to machinery, equipment and plants at the time of contract fulfilment, and shall be CE marked.
- The Contractor must ensure that all materials contained in the goods are validly pre-registered, registered (or exempted from the registration obligation) for the uses disclosed by PENTAC in accordance with the relevant requirements of the REACH Regulation and, if relevant, are approved. If the goods are a product within the meaning of article 7 REACH Regulation, the preceding sentence applies in relation to materials released from these products.
- The Contractor shall inform PENTAC without undue delay when a material in a concentration of more than 0.1 mass percent (W/W) which fulfills the criteria of article 57 and 59 REACH Regulation (so-called substances of very high concern) is contained in a component of a product. This does not apply to packaging products.
- If the commercial obligation to inspect and give notice of defects in accordance with Section 377 German Commercial Code [HGB] exists, PENTAC shall give notice of obvious defects to the Contractor within ten days after delivery. PENTAC shall give notice of defects that become recognisable only subsequently within ten days after discovery.
- If acceptance by PENTAC is prescribed by law or contractually agreed, PENTAC may refuse the declaration of acceptance and withhold payment linked to the service not in good time or defective. This also applies in the case of an agreed scheduled acceptance date or a term for the acceptance set to PENTAC by the Contractor.
- In the event of defects, PENTAC is entitled to request supplementary performance in accordance with the statutory provisions. The choice of the type of supplementary performance lies with PENTAC. The place of the supplementary performance at PENTAC's choice shall be the destination resp. the place of the acceptance when such is prescribed by law or contractually agreed or a different place of introduction if this was known to the Contractor upon the termination of the Contract. The Contractor must bear the expenditures required for the supplementary performance. The Contractor must act in accordance with PENTAC's operational interests in the processing of the supplementary performance. If the supplementary performance is not rendered within a reasonable period, it is unsuccessful or the setting of a period was unnecessary, PENTAC may assert the further statutory rights in the event of defects.
- If the supplementary performance is not rendered within a reasonable period, it is unsuccessful or the setting of a period was unnecessary, in addition to the rights indicated in item 7.6, PENTAC may rectify the defects by itself or have this rectified by a third party at the Contractor's expense and risk and request the reimbursement of the required expenditures from the Contractor. The setting of a period is unnecessary in particular when disproportionately high damage is imminent and the Contractor cannot be contacted. In other respects, the statutory provisions apply. PENTAC's further rights under statutory warranty liability or guarantees assumed by the Contractor remain unaffected.
- Claims for defect shall expire by limitation in twenty-four months from the transfer of risk unless a longer statutory period applies. A waiver of claims for defects by PENTAC is only valid if it is expressly declared in text format.

## VIII. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

The Contractor vouches that the delivery and / or service and their contractual use will not infringe any patent rights, copyrights or other third-party rights. Notwithstanding other statutory claims, the Contractor shall indemnify PENTAC against all third-party claims for infringement of PENTAC's intellectual property rights, including but not limited to patent, trademark or copyright rights if these are based on a culpable breach of duty by the Contractor. Licence fees, expenditures and costs incurred by PENTAC for the avoidance and / or rectification of property right infringements shall be borne by the Contractor in this case.

## IX. CONTRACTUAL PENALTY

If a contractual penalty is agreed and incurred, PENTAC may still assert this until the due date of the final payment, without this requiring a reservation in accordance with Section 341 (3) German Civil Code [BGB].

## X. LIABILITY IN GENERAL, INSURANCE

- Unless regulated in these General Purchasing Terms and Conditions otherwise, the Contractor is liable in accordance with the statutory provisions.
- The Contractor must maintain sufficient third-party liability insurance for damage under its and its vicarious agents' and performing agents' responsibility at its own expense but at least up to the sum insured of € 3 million. Documentary evidence of the amount of the sum insured for each damaging event must be provided to PENTAC upon request. The Contractor's contractual and statutory liability through the scope and amount of its insurance cover remains unaffected.

## XI. INVOICE, PAYMENT AND CASH DISCOUNT

- The agreed prices are net prices plus any VAT owed. Bills regarding the deliveries and services that have effected must be drawn up when meet the currently valid statutory requirements for bills under the VAT law of the states to whose VAT law the billed deliveries / services are subject. If the application of the credit note procedure is agreed, the Contractor must deliver to PENTAC all data that is required in order to meet the above-mentioned requirements of the applicable VAT law.

- The Contractor must draw up an auditable bill per purchase order, which must contain all legally prescribed mandatory details under German law. PENTAC's complete order number and, the Contractor's delivery note number, if it exists, must be indicated on the bill. Records of performance and other verification documents must be enclosed with the bill. Bills must conform to the details in the purchase order regarding the goods designation, price, quantity, order of the items and item number. The bill must be delivered to the billing address indicated in the purchase order by PENTAC.
- PENTAC shall make instalment payments only if such are contractually agreed and meet the requirements of maturity, unless the Contractor is entitled to a claim under Section 632a BGB and it provides PENTAC with corresponding security. The security must be provided by an absolute guarantee of a credit institution or credit insurer that has its registered business office in the EU in accordance with German law.
- Unless agreed otherwise, terms of payment shall run from the time of the receipt of bills that meet the above-mentioned requirements, resp. if the credit note procedure is applied from the date of drawing up the credit note. The payment shall be made subject to a declarative statement that the delivery / service is complete and in accordance with the Contract.
- Payments do not signify any acknowledgment of conditions and prices shown in the bill and leave PENTAC's rights for improperly rendered delivery and / or service, PENTAC's rights of inspection as well as the right to query an bill for other reasons unaffected.
- If PENTAC pays licence fees to foreign contractors, PENTAC is obliged to retain withholding tax in accordance with Section 50a German Income Tax Act [Einkommensteuergesetz]. A waiver of withholding tax retention or a reduction of withholding taxes is only possible if the Contractor submits a certificate of exemption under Section 50d German Income Tax Act.
- PENTAC shall pay the purchase price within 14 days with 3 % sales discount or within 30 days net, in each case calculated from the contractual delivery resp. completion of the service and receipt of a properly drawn-up bill.

## XII. DISCLOSURE OF PURCHASE ORDERS, ASSIGNMENT, CHANGE OF COMPANY NAME, SET-OFF, RETENTION

- The Contractor may only transfer the rights and duties under the Contract with PENTAC to a third party in text format with PENTAC's prior consent.
- The Contractor must inform PENTAC without undue delay of each transfer of the Contract by operation of law and each change of its company name in text format.
- The Contractor is only entitled to set off against claims that are undisputed or recognised by declaratory judgment. The Contractor is only entitled to a right of retention if the claim concerning which the right of retention is asserted stems from the same contractual relationship.

## XIII. NOTICE OF TERMINATION, WITHDRAWAL

- Unless regulated in an individual contract otherwise, PENTAC's right to give notice of termination for convenience or withdraw from the Contract shall be in accordance with the statutory provisions.
- Each contractual party is entitled to give notice of termination for cause if the statutory requirements for this, such as in continuing obligations Section 314 German Civil Code [BGB] are met, or in the case of services under a contract for work, Section 648a BGB. Cause for giving notice of termination by PENTAC exists if [...]
  - The Contractor in a continuing obligation commits a breach of duty and does not provide redress and a threat of termination within a reasonable period set by PENTAC or has been issued with a written warning notice to no avail or
  - the relationship of trust is significantly impaired due to circumstances occurring after the conclusion of the Contract, e.g. due to the infringement of criminal laws and committal of administrative offences by the Contractor or the injury of persons whose conduct it has to assume responsibility for on the occasion of the execution of the Contract or
  - A significant deterioration of the assets in the case of the Contractor has occurred, which jeopardizes the performance of the Contract or
  - The Contractor does not meet its obligation to pay taxes or social security insurance contributions or
  - Other circumstances exist, which make it unreasonable to expect PENTAC to continue with the Contract with the Contractor.
- In cases of the notice of termination for cause under item 13.2 the contractual services demonstrably already provided by the Contractor by the time of the notice of termination shall be remunerated against submission of the relevant supporting documents. Payments already made by PENTAC shall be credited against the remuneration resp. must be reimbursed in the case of overpayments. PENTAC's further rights and claims prescribed by law, in particular for damages, remain unaffected.
- If the Contractor obtains documents, supporting documents, plans and drawings from PENTAC in the course of the contractual collaboration or for the purpose of its execution, it must hand out these to PENTAC without undue delay in the case of a notice of termination by contractual partner. This applies accordingly in the case of a withdrawal from the Contract.

## XIV. CONTRACTOR'S DUTIES TO VACATE UPON THE TERMINATION OF THE CONTRACT

In the case of the termination of the Contract, for whatever reason, the Contractor must arrange for the disassembly and transport away of its facilities / systems, tools and devices without undue delay if it has constructed resp. stored such at PENTAC's premises for the performance of the Contract, at its expense. Any waste that was caused through the Contractor's work must likewise be removed and disposed of professionally without undue delay, by the Contractor, at its expense. If the Contractor fails to fulfil these duties, after the expiry of a reasonable period to no avail, PENTAC must carry out the work by itself or commission a third party and bill the Contractor for the costs incurred.

## XV. SUPPORTING DOCUMENTS, CONFIDENTIALITY, RIGHTS OF USE, DATA PROTECTION

- The Contractor must transfer the plans, calculations or other supporting documents owned in the agreed number to PENTAC in good time, so that the contractual execution periods can be observed.
- The perusal of the supporting documents by PENTAC shall not affect the Contractor's responsibility.
- Models, specimens, drawings, data, materials and other supporting documents that PENTAC makes available to the Contractor (hereinafter "PENTAC documents") shall remain PENTAC's property and must be returned back to PENTAC upon request at any time. A right of retention to the PENTAC documents by the Contractor is excluded. The Contractor must observe PENTAC's copyrights to the PENTAC documents.
- Subject to statutory, judicial or official disclosure obligations, the Contractor undertakes to keep all technical, scientific, commercial and other information that the Contractor obtains directly or indirectly in connection with the Contract, in particular the PENTAC documents, (hereinafter "Confidential Information") a secret, not to exploit this commercially, not to make it the subject matter of intellectual property rights, not to disclose it to third parties or make it accessible otherwise. The Contractor is entitled to disclose Confidential Information to subcontractors approved by PENTAC if this information is strictly required for the fulfilment of the Contract by the subcontractor. Confidential Information may not be used for any purpose other than for the performance of the Contract. The above-mentioned confidentiality obligation applies for the period of ten years after the termination of the Contract.
- Information that is already lawfully in the Contractor's possession, is evidently obtained in a legal manner or lawfully from third parties at the time of being made available by PENTAC is exempted from this confidentiality obligation. Furthermore, information that is disclosed to persons who are subject to a statutory confidentiality obligation is exempted from this confidentiality obligation, whereby the Contractor undertakes not to release these persons from this confidentiality obligation. The Contractor shall bear the burden of proof for the existence of this exemption.
- The Contractor shall ensure through suitable contractual agreements that its employees currently deployed for the performance of the Contract and other vicarious agents are obliged to observe confidentiality in accordance with the above-mentioned regulations. The Contractor shall confirm to PENTAC the compliance with these obligations in text format upon request.
- The Contractor undertakes to take all required and suitable measures, so that the Confidential Information obtained is effectively protected against loss and unauthorised data access at any time. This includes in particular creation and maintenance of suitable and required system access resp. data access measures for premises, containers, IT systems, data carriers and other information carriers, in resp. on which confidential information is found, as well as the implementation of suitable briefings for the persons who are entitled to deal with confidential information in accordance with this item. The Contractor undertakes to notify PENTAC in text format without undue delay when a loss and / or an unauthorised data access from / to confidential information has occurred at the Contractor's premises.
- The contractor will send back all existing confidential information and other documents prepared based on this information to PENTAC or plausibly provide documentary evidence of its destruction to it within 14 days of written request by PENTAC. This does not apply if an obligation to retain this exists on the basis of the law or based on official orders. The further storage of the confidential information by the contractor for the purpose of fulfilling these obligations is then permitted.
- PENTAC is entitled to check or have another party check compliance with this agreement to the required extent. The contractor grants unimpeded physical access and system access to information and telecommunication systems, files and information related to the activity upon consultation for this purpose.
- The Contractor grants PENTAC the right to use and exclusive exploitation, unlimited in time and space and with respect to content to all plans, drawings, graphic works, calculations and other documents that concern the Contract, and which the Contractor either has prepared itself or had prepared by a third party in all known media forms of electronic media, Internet and online media, on all image, sound and data carriers for the contractually agreed purposes or the purposes prescribed in the Contract.
- In addition, the Contractor grants PENTAC an exclusive right to use and exclusive exploitation to work results that the Contractor has made individually for PENTAC or had made individually by third parties for PENTAC and must obtain any possibly necessary grant of rights by the third parties for this purpose. This shall not affect the Contractor's or third parties' pre-existing rights.
- If PENTAC makes available its employees' personal data (hereinafter "PD") to the Contractor in connection with the implementation of the Contract or the Contractor obtains knowledge of this PD otherwise, the following provisions shall apply. PD that is disclosed in the above-mentioned manner and is not processed on behalf of PENTAC may be processed by the Contractor exclusively for the implementation of the Contract and not otherwise – apart from if permitted by law, in particular not be disclosed to third parties and/or analysed for own purposes and/or used for the formation of profiles. The Contractor may further process the PD if this is permitted by law. The Contractor shall ensure that the PD is made available only to those of the Contractor's employees who are deployed for the implementation of the Contract concerned and also only to the extent required for the implementation of this Contract (need-to-know principle). The Contractor shall arrange its in-house organisation so that it meets the requirements of applicable data protection law, in particular take technical and organisational measures according to Art. 32 DSGVO for the appropriate safeguarding of the PD against misuse or loss. In addition the Contractor ensures that those employees processing the PD of PENTAC-employees keep the data-secrecy according to Art. 28 para. 3 lit. b DSGVO. The Contractor shall not acquire any rights to the PD and is obliged to rectify, delete and/or restrict the processing of the PD at any time, subject to the statutory requirements. Rights of retention in relation to PD are excluded. In addition to its statutory obligations, the Contractor shall delete the PD of PENTAC without undue delay, no later than within 24 hours, about an infringement of the safeguarding of PD, in particular in the event of loss. Upon termination of the Contract concerned, the Contractor shall delete the PD, including all copies made in accordance with the statutory requirements.

## XVI. PROHIBITION OF COMPETITION, SEVERABILITY CLAUSE, APPLICABLE LAW, LEGAL VENUE

- The Contractor may only draw attention to the existing business relationship with PENTAC with PENTAC's prior consent in text format or if this is indispensable for the execution of the Contract.
- The invalidity or unenforceability of a provision or parts of the Contract has no influence on the existence and continuance of the respective Contract.
- The Contract is subject to the substantive law of the Federal Republic of Germany to the exclusion (1) of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 ("CISG") and (2) the conflict of laws rules applicable in Germany.
- The legal venue at PENTAC's choice shall be either the court with general-matter jurisdiction for PENTAC's registered office or the court with jurisdiction in accordance with the applicable general statutory provisions.