

International General Tool Purchasing Terms

HS Products Engineering GmbH

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www.hsp-engineering.de

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1. GENERAL / SCOPE

Tool orders are placed exclusively on the basis of these tool purchasing conditions. HSPE does not recognize conflicting or deviating terms and conditions of the SUPPLIER unless HSPE has expressly agreed to their validity. These general tool purchasing terms also apply if HSPE accepts the delivery without reservation in the knowledge of conflicting or deviating conditions of the SUPPLIER. The SUPPLIER's general terms and conditions only apply to the extent that they agree with these General Tool Purchasing Terms; HSPE hereby expressly objects to any further inclusion of such terms and conditions of the SUPPLIER, which is also deemed to have been confirmed by the SUPPLIER without any further written form.

2. Affiliated Companies

- 2.1 Affiliates means, in relation to a party, all companies that directly or indirectly control or are controlled by such party.
- 2.2 Subject to these General Conditions of Purchase, all Affiliates shall have the right to purchase the Products from the SUPPLIER and/or any Affiliates of the SUPPLIER on the terms agreed in this Agreement and on the terms of between HSPE and SUPPLIER or any Affiliates of HSPE and SUPPLIER included price and delivery contract. The terms of this Agreement shall also apply to any price and supply agreement or any other purchase agreement or purchase order included or created by and between HSPE or any HSPE affiliated company on the one hand and the SUPPLIER or any affiliated company of the SUPPLIER on the other.
- 2.3 The SUPPLIER concludes contracts in its own name and also in the name of its affiliated companies. If requested by HSPE, SUPPLIER shall oblige all of its Affiliates to comply with all documents under the terms of this Agreement. The SUPPLIER and its relevant affiliate shall jointly or separately accept liability for any claim which HSPE or any of its affiliates may have against the SUPPLIER affiliate.

3. SCOPE OF SERVICE / SUBJECT OF THE CONTRACT

- 3.1 Details of the subject matter of the contract ("tool") specified in the order are specified in the order.
- 3.2 The tool may only be used to fulfill the SUPPLIER's obligation towards HSPE. It may not be transferred or made accessible to third parties or used by the SUPPLIER for third party purposes without the prior written consent of HSPE. In this respect, the SUPPLIER is not entitled to grant third parties rights to the tool, e.g. pledging, by assigning the rights from this contract or by lending them to third parties. If the tool remains with the SUPPLIER for production purposes, the SUPPLIER is obliged to maintain the tool properly, to maintain it appropriately, to secure it against destruction, damage and environmental influences and to protect it against all insurable risks (all risks) in favor of HSPE as is customary in the industry assure.
- 3.3 The design and manufacture of the tool is carried out in compliance with the specifications additionally required in the order, according to the latest state of the art according to the parts drawings or CAD data provided by HSPE, the QSA, the specifications and the feasibility analysis in their respective last index status ("Specifications"). The state of the art is a developed state of the technical possibilities at a given point in time as far as products, processes and services are concerned, based on the relevant knowledge of science, technology and experience.
- 3.4 Upon completion of the tool, the SUPPLIER shall provide HSPE with the tool drawings as well as CAD data, electrodes, model and functional flow charts. It is a tool documentation according to HSPE provided form, unless there are other specifications specifically requested by the HSPE customer. All documents to be handed over are part of the scope of services and are included in the full tool costs according to the order. All tool parts manufactured by the SUPPLIER must be reproducible according to CAM/CAD data.
- 3.5 The guaranteed minimum output quantity and the duration of the obligation to deliver spare parts are specified in the respective order. In the event of non-compliance with the guaranteed output quantity, the SUPPLIER is obliged to compensate HSPE for the resulting damage and expenses or, at

HSPE's option, to create a follow-up tool. HSPE acquires ownership of this follow-on tool, including the associated documentation, as soon as production of the follow-on tool begins. If the follow-on tool is not handed over to HSPE, the hand-over of the follow-on tool to HSPE shall be replaced by the SUPPLIER taking care of it free of charge with the diligence of a prudent businessman.

4 TERMS OF PAYMENT

Are specified in the respective order.

The SUPPLIER is not entitled to assign claims against HSPE or to have them collected by third parties. If the SUPPLIER nevertheless assigns its claim against HSPE to a third party, the assignment is nevertheless effective. However, HSPE can choose to make payments to the SUPPLIER or the third party with discharging effect.

5 PROPERTY

- 5.1 The parties irrevocably agree that HSPE acquires ownership of the tools after full payment of the full tool costs specified in the order. HSPE has an expectant right to transfer of ownership until the costs specified in the order ("full tool costs") have been paid in full. In the case of full tool costs to be amortized, HSPE shall receive security ownership of the respective tool until the agreed full amortization. The SUPPLIER shall ensure that at the time of transfer of ownership it is the owner and has sole power of disposal and that the tools are free of any third-party rights, in particular retention of title, liens or liability for accessories. If the tool is not handed over to HSPE, handing over the tool to HSPE is replaced by the SUPPLIER taking care of it free of charge with the diligence of a prudent businessman ("loan"). If third parties are in possession of the tools, the SUPPLIER hereby assigns his claim for return against them to HSPE. HSPE is also entitled to replace any third-party rights to the tools. Insofar as HSPE replaces the rights of third parties to the tools, the SUPPLIER indemnifies HSPE comprehensively from these replacement costs.
- 5.2 HSPE is entitled to demand the return of the tool at any time, in particular regardless of the respective processing status and the associated scope of services. In this respect, HSPE is entitled, in deviation from the contractual payment modalities, to pay the appropriate part of the full tool costs according to the respective production status even before the due date. This also applies to full tool costs that have not yet been fully amortized. The SUPPLIER has no counterclaims or rights of retention unless these are undisputed, ready for a decision or have been legally established. HSPE can avert the assertion of such counterclaims that are undisputed, ready for a decision or legally established by providing security, in particular a guarantee.
- 5.3 The SUPPLIER shall immediately inform HSPE of access by third parties, in particular of enforcement measures and other impairments to ownership of the tool. He also informs the third party about the ownership and legal status of the tool. The SUPPLIER must compensate HSPE for all damage and costs incurred as a result of a breach of these obligations and the intervention measures required by third parties as a result.
- 5.4 The SUPPLIER undertakes to label and identify the tool in accordance with HSPE specifications, unless the HSPE customer specifies otherwise. At the request of HSPE, the SUPPLIER will have the ownership of the Tools notarized by a local notary of HSPE. HSPE or commissioned third parties must be granted access to the tools, including those under construction, and the associated documentation at any time during normal operating hours.
- 5.5 The above applies accordingly if HSPE provides the SUPPLIER with the tools or the HSPE customer is the owner of the tools.
- 5.6 Insofar as protective rights (patents, utility and design patent rights, copyrights, trademarks, product designations or rights of a similar nature) and know-how arise during the development of a tool, HSPE shall receive the tool upon full payment of the full tool costs, or insofar as the tool is used to carry out a protected process or for the production of protected objects, a non-exclusive right of use for HSPE's own needs and for use for the purposes of series and spare parts production which is unlimited in terms of time and location, free of charge and fully compensated with payment of the full tool

costs, which allows the corresponding use for includes HSPE by third parties. The same applies to existing old property rights and old know-how of the SUPPLIER. These rights of use remain in effect even if the loan is terminated and the tools are handed over.

6 DEADLINES / DEADLINES

The parties are aware of the importance of adhering to the deadlines for partial supply. In this respect, the SUPPLIER is obliged to comply with the binding delivery date specified in the order and must draw up a project schedule (possibly also web-based or according to the specifications of the HSPE customer) in order to monitor the tool progress using milestones. The SUPPLIER will always send HSPE a current tool progress report at the end of a working week without being asked, using HSPE's template and inform HSPE immediately if the delivery date is at risk.

HSPE has the right to request additional reports at any time and to review progress on site. Should the customer request an earlier delivery date from HSPE, the parties will take all measures to realize the date. In the event of non-compliance with the delivery date for which the SUPPLIER is responsible, he is obliged to compensate HSPE for the resulting damage and expenses. After the unsuccessful expiry of a reasonable period of time that has been set, HSPE is entitled to terminate the contract extraordinarily, to demand the tools in accordance with section 5 and to carry out the completion itself.

7 CHANGES

If changes to the specifications or its interpretation are required after the conclusion of the contract, HSPE will provide the SUPPLIER with the corrected article drawings with the valid change status and date. The SUPPLIER is not entitled to make any changes to the tool without the prior consent of HSPE. If the effects are significant, the PARTIES will make a written adjustment to the contractual arrangement. The SUPPLIER will continue the project under the previous conditions until agreement is reached on any adjustments.

8 COMPONENT ACCEPTANCE / NOTICE OF DEFECTS

8.1 The parts produced with the tool are released as part of the production process and product release (PPF or PPAP) based on the specifications ("component sampling"). The location of a component sampling is specified separately. The time of the component sampling results from the schedule according to clause 6. Sampling costs are fully settled with the payment of the full tool costs according to the order. The party responsible for further component sampling shall bear the costs for further component sampling, otherwise each party shall bear them itself.

8.2 The result of the component sampling is recorded in writing. Deadlines for supplementary performance agreed therein must be observed. Any fictions of a component sampling, e.g. by installing the parts coming from the tool in prototypes are excluded.

8.3 If direct acceptance of the tool itself has been agreed between the SUPPLIER and HSPE in the order, sections 8.1 & 8.2 apply accordingly to direct tool acceptance in this case.

8.4 Incoming goods are only checked by HSPE with regard to externally recognizable damage and externally recognizable deviations in identity and quantity. HSPE will report such defects immediately. HSPE reserves the right to carry out a more extensive incoming goods inspection. Otherwise, HSPE will give notice of defects as soon as they are determined in the ordinary course of business. In this respect, the SUPPLIER waives the objection of delayed notification of defects.

9 WARRANTY

The SUPPLIER warrants that the tool manufactured will conform to the specifications. If no specifications have been agreed, the SUPPLIER guarantees that the tool is suitable for the use assumed by HSPE. Compliance with the guaranteed minimum output quantity specified in the order remains unaffected by this.

The SUPPLIER contacts HSPE in good time before the minimum output quantity is reached, but no later than 6 months before it is reached, in order to coordinate the further procedure for the tool concerned.

10 TERMINATION

10.1 Until the tool is completed, HSPE is entitled to cancel the tool order at any time in accordance with the statutory provisions.

10.2 HSPE is entitled to ordinary termination of the loan at any time with a notice period of 1 month. HSPE can also terminate the loan extraordinarily at any time for good cause without observing a notice period. An important reason exists in particular in the case of repeated (at least 3) interruptions in delivery for which the SUPPLIER is responsible, suspension (also temporarily) of the delivery, a breach of Section 11.3, 11.4 or an application for the opening of insolvency or composition proceedings against the SUPPLIER's assets.

10.3 In the event of termination, the SUPPLIER must return the tools to HSPE, in particular with accessories, models, production documents, tool book, CAD data and maintenance and operating instructions. For the rest, section 5 applies accordingly.

10.4 In the event of a termination by HSPE, the SUPPLIER shall be released from its obligation to supply series and spare parts from the effective date of the termination.

11 SUBCONTRACTORS

11.1 The SUPPLIER is responsible for any vicarious agents or vicarious agents used. Irrespective of this, the SUPPLIER must notify HSPE in writing in advance of subcontracting to third parties and only carry out this with the prior consent of HSPE. HSPE's approval may only be withheld for important reasons and does not release the SUPPLIER from his responsibility. The SUPPLIER must obligate subcontractors in accordance with these Tool Purchasing Conditions.

11.2 The parties agree that the SUPPLIER will immediately assign all rights from the relevant sales contract between the SUPPLIER and the subcontractor, in particular warranty rights and design rights, to HSPE upon written request from HSPE. The SUPPLIER has no claim to assignment. As long as and insofar as such an assignment is not agreed, the SUPPLIER is not released from his contractual rights and obligations.

11.3 In the event that the minimum wage law ("MiLoG") applies, the SUPPLIER assures that the SUPPLIER itself and any subcontractors used by the SUPPLIER will monitor and comply with it. At the request of HSPE, the SUPPLIER will provide suitable evidence of compliance with the MiLoG. In addition, the SUPPLIER will comply with the necessary information and cooperation obligations to the extent required if claims are made against HSPE due to a breach by the SUPPLIER or its subcontractors due to a violation of the MiLoG.

11.4 In the event of a violation of obligations incumbent on the SUPPLIER or subcontractors employed by him under the MiLoG, the omission or culpable violation of the SUPPLIER's obligations to cooperate or provide information according to section 11.3, the SUPPLIER shall HSPE comprehensively of all associated and resulting indemnify claims of third parties. In the event of non-payment of the minimum wage, HSPE can also terminate the underlying contract extraordinarily without notice.

12 Force Majeure

Unrest, official measures and other unforeseeable, unavoidable and extraordinary non-business events release the affected party from the contractual obligations for the duration of the disruption. The affected party is obliged to inform the other party immediately if such an event is imminent and/or has occurred. It must do everything within reason to limit the effects of such events. In addition, it is obliged to inform the other party immediately about the end of the event.

13 GENERAL PROVISIONS

13.1 HSPE has committed itself to complying with its own code of conduct and in this respect expects its SUPPLIERS to comply with and ensure these or comparable standards also towards their subcontractors. The HSPE "Code of Conduct Suppliers and Service Providers" is available at:

<https://www.hsp-engineering.de/download.html>

13.2 If the SUPPLIER is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund

under public law, the agreed place of jurisdiction and place of performance for all disputes arising directly or indirectly from the contractual relationship is the headquarters of HSPE. In all cases, we reserve the right, at our discretion, to take legal action at the customer's registered office.

- 13.3 Should any dispute or difference ("Dispute") arise in connection with this Agreement, the parties shall use their best efforts to resolve it amicably. To this end, each Party shall send a formal written notice of dispute ("Notice of Dispute") to the other Party. Thereafter, the Parties shall speak and negotiate with each other in good faith and understanding of each other's interests in order to try to reach a just and reasonable solution for both parties. If no agreement can be reached on the notification of disputes within 30 days, all disputes arising in connection with this contract or its validity shall be settled by an arbitral tribunal in accordance with the Arbitration Rules of the Chamber of Industry and Commerce for Upper Bavaria finally decided in Munich. The number of arbitrators is three unless the parties agree on one arbitrator.

In the event that the aforementioned arbitration clause should be ineffective, the following regulation applies: If the SUPPLIER is a registered trader, a legal entity under public law or a special fund under public law, the place of jurisdiction is Munich. The same applies if the SUPPLIER does not have a general place of jurisdiction in Germany, relocates his domicile or habitual residence abroad after the conclusion of the contract, or his domicile or habitual residence is not known at the time the lawsuit is filed. If the SUPPLIER is not a merchant, the statutory place of jurisdiction applies. HSPE is further entitled to sue the SUPPLIER at the court of his registered office or at the court of the place of performance and can choose the local law.

- 13.4 These conditions and the orders on which they are based are exclusively subject to German law, unless HSPE chooses the local law of the SUPPLIER. The application of the United Nations Convention on International Contracts for the Sale of Goods dated April 11, 1980 (CISG) and the applicable conflict of law rules are excluded.

- 13.5 Should a provision be or become invalid, this shall not affect the validity of the other provisions. The contractual partners are obliged to replace the invalid provision with a provision that comes as close as possible to the economic success.

- 13.6 Subsidiary agreements have not been made. Changes or additions are only possible in writing. This also applies to changes to this written form clause.

- 13.7 For the purpose of performing this Agreement or any amendment or supplement thereto, facsimile signatures, PDF image signatures or electronic signatures provided via an electronic signature service (f.e. DocuSign, AdobeSign) will be treated as original signatures if this is in accordance with applicable law. Such a document is deemed to be in writing.

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