

General Terms and Conditions of Purchase and Ordering of the AXXUM-Group

1. General/area of application/form

The Terms and Conditions of Purchase and Ordering of the AXXUM-Group (hereinafter referred to as AXXUM) apply exclusively. Any other general terms and conditions shall only apply with the written consent of AXXUM, otherwise they shall not apply. AXXUM's terms and conditions of purchase and order shall also apply if AXXUM accepts delivery without reservation in the knowledge of conflicting or deviating terms and conditions of delivery. Deviating general or special terms and conditions of the contractor are only binding for us if we expressly agree to them in writing. They are also not recognized with the acceptance of the delivery/service. All agreements made between AXXUM and the supplier for the purpose of concluding a contract must be recorded in writing in the contract. Amendments and supplements must also be made in writing. These Terms and Conditions of Purchase and Ordering shall also apply to all future orders on the basis of the agreed conditions. Furthermore, these terms and conditions shall only apply if the supplier is an entrepreneur within the meaning of § 14 BGB (German Civil Code).

Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order shall take precedence over the GPC. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, cancellation) must be made in writing. Written form within the meaning of these GPC includes written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, shall remain unaffected.

2. Offers/Order

Our order shall be deemed binding at the earliest upon written submission or confirmation. The Seller shall notify us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract shall be deemed not to have been concluded. The Seller is obliged to confirm our order in writing within a period of 5 days or, in particular, to fulfil it without reservation by dispatching the goods (acceptance). Delayed acceptance shall be deemed a new offer and requires acceptance by us.

The preparation and sending of offers by suppliers is free of charge and non-binding for AXXUM. Supply contracts and delivery call-offs as well as changes must be made in writing or text form. Delivery call-offs/orders can also be made by data transmission if this is possible. In exceptional cases, verbal orders or agreements shall only be valid if they are confirmed in writing. Silence does not constitute consent. Deliveries/services deviating from the order which the Contractor carries out without authorization and additional services or additional deliveries which are not ordered in writing shall not justify any claim for payment by the Contractor. The statutory provisions shall apply to any claims for surrender. Furthermore, AXXUM must be informed of the expected delivery date before loading the ordered goods if the place of receipt differs from the place of jurisdiction.

3. Prices & packaging

Agreed total or individual prices are fixed prices and apply until the end of order processing. Subsequent increases are excluded, unless they are based on subsequent change requests initiated by AXXUM or on a grossly negligent breach of duty by AXXUM or intentional or grossly negligent breach of duty by a legal representative or vicarious agent of AXXUM. The prices are free to the receiving centre specified by AXXUM, including freight, packaging and ancillary costs. If carriage forward delivery is agreed separately, AXXUM shall only bear the most favorable freight costs, unless AXXUM has specified a special type of transport. Additional costs for any expedited transport necessary to meet the delivery date shall be borne by the Supplier.

The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, AXXUM shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note.

4. Transfer of risk

The risk is transferred to AXXUM as soon as the goods have been received at the specified receiving centre and duly handed over to the responsible acceptance points.

5. Delivery time

Delivery periods apply from the date of the order letter. The date of arrival of the ordered delivery at the AXXUM plant shall be deemed the date of fulfilment of the agreed delivery period. In the case of call-off orders, the supplier can only deliver after express call-off.

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6. Delay in delivery

In the event of a delay in delivery, AXXUM is entitled to the statutory claims. In particular, AXXUM is entitled to make a corresponding covering purchase after the unsuccessful expiry of a reasonable period, at the latest after 6 working days or 7 calendar days

The acceptance of delayed deliveries and services shall in no case constitute a waiver of any claims for compensation. If the supplier foresees difficulties in the procurement of materials or production or if circumstances beyond his control arise which could prevent him from delivering on time and in the prescribed quality, the supplier must inform AXXUM immediately. If he fails to do so, he shall be liable in the same way as in the event of a delay in delivery for which he is responsible. In the event of cessation of operations or permanent insolvency of AXXUM's customers, AXXUM is entitled, at its discretion, to demand delivery at a later date or to withdraw from the contract. The supplier shall be reimbursed for the necessary expenses already incurred up to the cancellation of the contract. Partial deliveries already made to AXXUM shall be reimbursed to the supplier. If the supplier is in default, AXXUM may - in addition to further statutory claims - demand lump-sum compensation for the damage caused by the delay in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. AXXUM reserves the right to prove that higher damages have been incurred. The supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred.

7. Force majeure

Force majeure, labour disputes, riots, official measures, epidemics, pandemics, civil war, war or warlike conditions and other unforeseeable, unavoidable and serious events entitle AXXUM to withdraw from orders. This also applies if these events occur at a time when the affected contractual partner is in default. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

8. Guarantee

The statutory provisions and, exclusively in our favour, the following supplements and clarifications apply to AXXUM's rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier. The supplier warrants that its deliveries/services have the contractually warranted characteristics, comply with the recognized latest rules of technology or DIN regulations and are free from defects which cancel or reduce the value or suitability for the normal use or the use assumed under the contract. The warranty is automatically extended if defects are not visible on delivery. For machines/equipment, the warranty period shall be at least one year from the date of commissioning; for construction work, the German Civil Code (BGB) shall apply.

In particular, it is warranted for equipment, machines, operating and work equipment that the design complies with the accident prevention and occupational safety regulations applicable at the time of delivery as well as the generally recognized safety and occupational health regulations. The contractually warranted characteristics shall apply without restriction. In particular, no rules, customs and practices relating to the respective industry can be asserted by the supplier.

9. Defective deliveries/services

The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: The obligation to inspect shall be limited to defects which become apparent during the incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognizable during the quality control in the random sampling procedure. If acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our duty to inspect, our complaint (notification of defects) shall in any case be deemed to be immediate and timely if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

AXXUM is entitled to the statutory claims for defects in full. In the case of § 439 BGB, AXXUM is entitled to demand that the supplier, at its discretion, either rectify the defect or deliver a new item. The right to claim damages, in particular the right to claim damages instead of performance, is expressly reserved. If the seller does not fulfil his obligation to subsequent performance - at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) - within a reasonable period of time set by us, we may remedy the defect ourselves or have it remedied and demand reimbursement of the necessary expenses or a corresponding advance payment from the supplier. If subsequent fulfilment by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the seller of such circumstances immediately, if possible in advance.

Claims due to a defect expire, with the exception of claims for damages resulting from injury to life, body or health, after 36 months from delivery to AXXUM. In the case of replacement delivery and rectification of defects, the warranty period for replaced and repaired parts begins anew, unless AXXUM had to assume, based on the behaviour of the supplier, that the

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supplier did not consider itself obliged to take the measure, but only carried out the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons. The supplier assumes liability for ensuring that the delivery or service and the use of the delivered goods do not infringe the rights of third parties, in particular industrial property rights. The issue of receipts of receipt and any payments made by us shall not constitute a waiver of possible claims or rights. All warranty claims remain unaffected.

10. Payment

Invoices are not to be enclosed with the consignments, but are to be submitted separately, after delivery, for each order or each call-off separately in digital form, stating our order number. They are to be sent to AXXUM only after complete fulfilment of the delivery or partial delivery obligations. The basis for the payment deadline is the receipt of the invoice (receipt stamp); the invoice date is therefore not necessarily decisive. In the case of electronic invoices, receipt at the central email address specified by AXXUM is decisive for receipt of the invoice.

From receipt of invoice, AXXUM shall pay within 14 days less 3% discount, 45 days net; other payment agreements require written confirmation. Payment shall be made by bank transfer. The deadlines run from receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and - if documentation or similar documents are part of the scope of services - not before their contractual handover to AXXUM. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), content of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment. A corresponding dispatch note with the same content must be sent to us separately from the delivery note. In the event of premature deliveries, the due date for payment shall be based on the agreed delivery date. If the payment of advance payments has been agreed, which are not yet matched by a corresponding equivalent value, AXXUM is entitled to demand the provision of a directly enforceable bank guarantee in the same amount concurrently with the payment of the advance payment. After complete fulfilment or acceptance of the service, the guarantor will be released from the guarantee and the guarantee declaration will be returned. The costs of the guarantee shall be borne by the supplier. The quantities, dimensions and weights determined by AXXUM are decisive for payment. In the event of defective delivery, AXXUM is entitled to withhold payment of a reasonable part of the remuneration until proper fulfilment. The supplier is not authorized to assign its claims, with the exception of monetary claims, from the contractual relationship to third parties.

11. Minimum wage obligations

The supplier undertakes to comply with the provisions of the German Minimum Wage Act ("Gesetz zur Regelung des allgemeinen Mindestlohns" of 11 August 2014, as amended) for our orders for services or work performances as well as work deliveries within Germany. Furthermore, he shall not commission any subcontractors or lenders whose compliance with the Minimum Wage Act he has not satisfied himself with due diligence. In the event of an official inspection, the supplier undertakes to provide us immediately with all necessary evidence of compliance with the Minimum Wage Act by it and its subcontractors or hirers - including in a subcontractor chain. In the event of a breach of the obligation under the above paragraph, we shall be entitled to an extraordinary right of cancellation.

12. Sustainability & ethics guidelines for suppliers

Our suppliers are committed to conducting their business activities in accordance with environmental, sustainability, ethical and social standards. The aim is to ensure a responsible, fair and environmentally friendly value chain. In this context, all suppliers and business partners are expected to implement and continuously develop sustainable and ethical processes along the entire value chain. The key requirements include

1. **Waste minimization** - implementing strategies to reduce, reuse and recycle in order to avoid wasting resources.
2. **CO₂ reduction** - measures to reduce the CO₂ footprint, e.g. through energy efficiency, renewable energies and optimized logistics processes.
3. **Environmentally friendly materials & technologies** - Use of resource-saving materials and sustainable technologies to reduce negative environmental impacts.
4. **Environmental protection** - giving preference to suppliers with recognized certifications such as ISO 14001 to ensure sustainable operating processes.
5. **Human & labour rights** - commitment to combating forced and child labour, abolishing discrimination and ensuring good working conditions
6. **Occupational safety** - measures taken by the company to ensure occupational safety, health protection and safety
7. **Anti-corruption & anti-bribery** - Prohibition of unethical business practices such as bribery and corruption. Whistleblower systems must be provided.
8. **Data protection (GDPR)** - Protection of sensitive data through compliance with legal requirements (e.g. GDPR) and implementation of secure IT structures.

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9. **Responsibility in the supply chain** - Suppliers must ensure that their subcontractors also comply with these standards, including through audits and training.
10. **BME - Code of Conduct** - AXXUM has committed itself to comply with the Code of Conduct of the Bundesverband Material, Einkauf und Logistik e.V. (BME). AXXUM requests the supplier to also comply with the contents of this Code of Conduct.

In addition, suppliers undertake to comply with all relevant environmental and social regulations and international standards. They are encouraged to actively support measures to promote sustainable and ethical development. The sustainable and ethical orientation of the supply chain is a key component of our corporate philosophy.

13. Other conditions → Confidentiality & retention of title

We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and shall be returned to us after completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and insofar as the knowledge contained in the documents provided has become generally known. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.

The transfer of ownership of the goods to us must take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the seller for transfer of ownership conditional upon payment of the purchase price, the seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorized to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

14. Place of fulfillment & jurisdiction

These GTCP and the contractual relationship between us and the Seller shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Wuppertal. The same shall apply if the seller is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GPC or an overriding individual agreement or at the Seller's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.

15. Severability clause

The invalidity of a provision of these General Terms and Conditions of Purchase and Ordering shall not affect the validity of the remaining provisions. Should a provision prove to be invalid or unenforceable, it shall be replaced by a new valid provision that comes as close as possible to the legal and economic purpose of the invalid or unenforceable provision.