

1. Applicability of General Purchasing Terms and Conditions

- 1.1 These Purchasing Terms and Conditions apply for the purchase of goods by RAICO Bautechnik GmbH (hereinafter referred to as RAICO) from the seller. Unless otherwise agreed in the following Purchasing Terms and Conditions the statutory provisions of German law apply.
- 1.2 All other and/or deviating contractual or delivery terms of the seller are explicitly excluded and are not a component of the Supply Contract unless this has been agreed by the parties in writing.
- 1.3 Deviating conditions of the seller do not apply even if RAICO has indicated unreserved acceptance of the delivery from the seller in full knowledge of these conditions.

2. Orders

- 2.1 The offers of the seller have to correspond in word and specification precisely to the request from RAICO. In the case of deviations, an explicit notification in writing to RAICO is required. The quantities stated in a query represent only non-binding guideline values, e.g. for price calculations, and do not form any obligation for RAICO to order said quantities. The offers are produced by the seller free of charge.
- 2.2 RAICO shall provide the seller with an order for the goods in writing. Every order accepted by the seller forms a separate supply contract. In the case of discrepancy or conflict between a Supply Contract and these Purchasing Terms and Conditions the Supply Contract takes priority over these Purchasing Terms and Conditions.
- 2.3 The seller shall provide a declaration of acceptance of the order in writing within three working days of the receipt of the order. Irrespective thereof, each action performed by the seller for the purpose of fulfilling an order represents acceptance of said order.
- 2.4 If the seller neglects to send the written order acceptance within the period specified in 2.3, RAICO however is entitled but without obligation to cancel the respective order without triggering the right on behalf of the seller to assert a claim against RAICO.
- 2.5 The seller is not authorised without prior written consent from Raico, to make changes to the goods (particularly with regard to specifications, drawings, design, constructions, time and place of delivery, packaging, quality, quantities and transport method). The seller is obliged to propose changes to RAICO which it feels necessary or essential in the light of changed statutory or otherwise mandatory directives or for other reasons.

3. Delivery times and delays

- 3.1 Delivery dates and quantities are determined in accordance with the stipulations in the order. The seller recognises that delivery dates and quantities are of central importance for the contract fulfilment and that RAICO may therefore reject a delivery in part or in whole and/or return it to the seller at the cost of the seller if the delivery is before or after the specified delivery date or is of a greater quantity than stated in the order.
- 3.2 The seller is obliged to take all necessary and reasonable measures to ensure that the goods reach RAICO according to the contract. The seller shall notify RAICO immediately of all events which may lead to a delayed delivery or which lead or may lead to non-compliance with the quantities stated in the order. The seller shall also notify RAICO in writing about the remedies taken to minimise the effects of these events.
- 3.3 In the case of delayed delivery, RAICO is entitled to assert statutory claims. After the fruitless expiry of a reasonable period of grace, RAICO is particularly entitled to withdraw from the contract and/or to demand compensation in place of the performance.
- 3.4 In the event of the assertion of claims for damages the seller is entitled to prove that it is not responsible for the breach of duty. The seller can only invoke the absence of necessary documents to be supplied by RAICO if these documents have not been received within a reasonable period of time despite a written reminder. Acceptance of a delayed delivery by RAICO does not imply a waiver of any claims for damages.
- 3.5 Non-culpable delay exempts the parties from performance obligations for the duration of the problem. Any kind of delay that is not attributable to the defaulting party and which is based on force majeure, acts of enemies of the state, state restrictions, prohibitions, expropriations or quotas by state authorities, embargoes, fire, floods, tsunamis, typhoons, hurricanes, earthquakes, epidemics, unusually violent storms, delays caused by similar natural or governmental circumstances, strikes or workers' disputes

(caused by or involving workers or suppliers of the defaulting party) or any other circumstance beyond reasonable control (including preventive risk management) of the party concerned is deemed non-culpable. RAICO is entitled to obtain the goods for the duration of the non-culpable delay from other sources and to reduce the delivery quantities stated in the in the order without obligation to the seller.

- 3.6 In the event that the seller recognises a circumstance which would or could over time lead to a non-culpable delay according to clause 3.5 it must inform RAICO of said circumstance immediately and make every effort to remedy the situation and minimise the effects of a non-culpable delay. The seller shall supply all information about any circumstances which could lead to a possible delay on request by RAICO at any time along with the relevant precautions and emergency action plans. The seller shall notify RAICO immediately and comprehensively about any actual or potential workers' disputes which (might) delay prompt delivery.
- 3.7 The goods may only be delivered from Monday to Thursday from 6 am to 12 midday and from 1 pm to 4.30 pm. Any deliveries outside the delivery times above require the written approval of RAICO. The deliveries must be notified in writing to RAICO at least by the day prior to delivery. Notification shall be by email clearly marked „delivery advice“. The email should be sent to WE@raico.com. It should include details about the delivery time, the quantity and the size of the packages. If non-compliance with these regulation leads to damage, the seller bears sole liability. In this case the risk of accidental loss or accidental spoiling in the period up to the start of the next delivery period shall be borne solely by the seller.
- 3.8 Always follow the instructions of RAICO specialist personnel when entering and travelling around the RAICO premises. Entry and travel must be notified in good time and the regulations of StVO must be upheld. Any personnel (e.g. HGV drivers) not employed by RAICO who enter the warehouse or unloading area must wear a high-vis jacket.

4. Packaging, freight, transport

- 4.1 Unless otherwise agreed, all deliveries of the seller are carriage paid. The respective prices include all secondary costs, particularly duty, packaging costs and insurance.
- 4.2 The deliveries must be appropriately, carefully and properly packed such as to avoid transport damage. Packaging is subject to a take-back obligation on the part of the seller in accordance with the respectively valid statutory regulations.
- 4.3 Special transports at the cost of RAICO are permissible only if specifically requested.

5. Place of fulfilment, transfer of risk

- 5.1 The place of fulfilment is the registered office of RAICO unless otherwise stated on the order.
- 5.2 Unless otherwise agreed between the parties in writing, the transfer of risk of the goods from the seller to RAICO occurs after the arrival of the goods at the RAICO premises or the delivery address stated in the order and the countersigning of the corresponding delivery note.

6. Prices, invoice, payment

- 6.1 The prices stated in the order are fixed prices. The statutory VAT is included in the price. Any wage adjustments after the acceptance of the order, or any change in material prices, taxes, fees, public tariffs, fees, etc., do not justify a claim for price adjustment. A price adjustment in each case requires mutual written agreement. Until mutual agreement the latest price remains valid. An order which does not include prices is not binding until a written agreement has been reached over the price.
- 6.2 The delivery notes for the delivered and invoiced deliveries shall be approved by RAICO and confirmed by signature. The item breakdown, the item description and the invoice breakdown must correspond with the order. The order number from RAICO must be stated on the invoice. A complete, checkable invoice requires all these details. In addition § 14 UStG applies. Not checkable sellers' invoices rejected by RAICO must be resubmitted for checking with a new invoice number and the current invoice date.
- 6.3 The payment of complete and checkable invoices, unless otherwise agreed in writing, is made within 30 days with 3% discount or within 60 days. The agreed discount or payment period begins from the due receipt of the complete and checkable invoice by RAICO. Irrespective of the receipt of the invoice, the payment period does not start before the receipt and acceptance of the goods or in the case of

services not before their acceptance and if documentation, test certificates (e. g. factory certification) or similar documents are part of the scope of performances, not before their contractual transfer to RAICO.

- 6.4 All payments are made by bank transfer. Payment for goods by RAICO does not mean that the goods are recognised as „in order“ or accepted.
- 6.5 In the case of non contract-compliant delivery RAICO is entitled to withhold a proportion of the payment until fulfilment of the contract. RAICO is furthermore entitled to offset its claims against claims of the seller and against claims which the seller has transferred to third parties.
- 6.6 The seller is not entitled to assign claims against RAICO without prior written consent from RAICO.

7. Notification of defects

RAICO shall undertake to conduct identity and quantity checking immediately after receipt of the delivery and check the delivery for obvious transport damage. Should RAICO discover a defect, this shall be reported to the seller immediately. Defects not discovered immediately shall be reported by RAICO to the seller within a reasonable period, when discovered during day-to-day business. The seller shall to this extent waive the objection of delayed notification of defects.

8. Warranty

- 8.1 The seller guarantees the freedom from defects of the goods according to the respectively applicable law and particularly the suitability of the goods for the intended use in accordance with the contract. The seller further guarantees that the goods fulfil all the prevailing laws and provisions in the relevant sales markets, including according to their use for a building.
- 8.2 RAICO has unlimited recourse to the statutory claims for defects. RAICO is particularly entitled to exercise its discretion in requesting from the seller either the remedy of defects or delivery of a new item. RAICO explicitly reserves the right to claim for damages, particularly for compensation in place of performance. The remaining mandatory provisions of the delivery recourse remain unaffected.
- 8.3 If the seller defaults on the supplementary performance, RAICO is entitled to remedy the defect itself at the expense of the seller.
- 8.4 The warranty period for all goods begins at the time of delivery and ends after 10 years.
- 8.5 If the same goods are repeatedly delivered in a faulty condition, RAICO is entitled to withdraw from the entire Supply Contract and the associated framework contract.

9. Liability and compensation for damage

- 9.1 The seller is liable for damage and losses incurred by RAICO due to a breach of seller duties from the Supply Contract and/or associated Framework Contract. Insofar as the liability of the seller presupposes culpability in accordance with the relevant statutory provisions, the relevant provisions remain unaffected.
- 9.2 Insofar as the seller is responsible for any product damage, it is obliged to indemnify RAICO at first request from claims for damages of third parties insofar as the cause is sited within its sphere of control and organization and it is liable in the external relationship.
- 9.3 Without prejudice to applicable rules on liability for vicarious agents and other auxiliary persons, the seller is liable for all acts and omissions of its representatives within the scope of its employees, agents, subcontractors or other representatives (hereinafter „Representatives“) on or at RAICO's premises and in the vicinity of RAICO's premises, and undertakes to indemnify and hold RAICO guiltless from all liability for material or personal injury or death (including legal fees and prosecution costs) attributable to the acts and omissions of representatives, whether or not this occurs in the fulfilment of the delivery contract. The indemnification obligation regulated in this clause 9.3 does not apply insofar as the claims are due to the negligence or intent of RAICO.
- 9.4 If the seller delivers faulty goods such that RAICO carries out a recall of products in which the goods in question were incorporated, in accordance with statutory provisions or in consultation with the authorities the seller shall exempt RAICO of all liabilities, costs, damages, losses, claims and expenses (including legal and prosecution costs), which arise or are attributable to the recall. In the decision over whether to conduct a recall action, RAICO shall exercise judgement according to its duties and shall pay due consideration to the interests of the seller.

- 9.5 If a third party asserts claims against RAICO (hereinafter referred to as „third party claim“), which may fall under the indemnification regulations of this article 9, RAICO shall notify the seller thereof in writing. The seller shall provide RAICO with reasonable assistance in defence and prosecution of the claim upon request.
- 9.6 The seller shall, at its own expense, take out operational and product liability insurance to the usual and reasonable amounts within the industry with a reputable and solvent insurance company covering the seller's liability with respect to RAICO and third parties to the extent necessary. The seller shall submit proofs of the status and sums insured of these insurances to RAICO on request at any time and immediately.

10. Quality and documentation

- 10.1 The seller shall comply with the recognized codes of practice, safety regulations and agreed technical specifications for its deliveries. Changes to the subject of the delivery require prior written consent from RAICO.
- 10.2 If an initial sampling is agreed, the seller shall provide a specification-compliant sample to demonstrate that it is capable of contract-compliant delivery. The details of the initial sampling shall be agreed separately between the parties.
- 10.3 The seller shall conduct ongoing checks of the quality of the subject of the delivery. The contract partners shall inform one another about any possibility of quality improvement.
- 10.4 If the type and scope of the tests and the test equipment and methods are not firmly established between the seller and RAICO in a quality assurance agreement, the seller is prepared, at the request of RAICO, to discuss the tests with RAICO in the context of its knowledge, experience and opportunities to determine the required level of testing technology.

11. Production equipment

- 11.1 RAICO shall acquire the title to production equipment in accordance with the provisions of the respective Supply Contract. The seller shall label said production equipment as the property of RAICO.
- 11.2 Inasmuch as commercial property rights or copyrights arise during the development of the production equipment, RAICO shall acquire a temporally and locally unlimited, free, fully paid, non-exclusive licence for its own needs. Inasmuch as legacy rights of the seller to use the production equipment are required, RAICO shall acquire a temporally and locally unlimited, free, fully paid, non-exclusive licence to use said production equipment, including use for the purpose of mass production by RAICO and third party RAICO. The same applies for legacy know-how.
- 11.3 If a Supply Contract for the delivery of production equipment is terminated, on whatever grounds, and the title of said production equipment at the time of the dissolution or termination has not been acquired from RAICO, RAICO may acquire the title to said production equipment by paying the seller the amount outstanding of the total agreed costs.
- 11.4 Any production equipment owned by RAICO may not be sold, assigned, pledged, encumbered with, or disposed of, any rights in rem or any other property, without its prior express written consent.
- 11.5 Production equipment may not be used for the manufacture of goods for third parties without prior explicit written consent from RAICO. Insofar as RAICO has incurred a not insignificant part of the product development costs for the goods to be delivered and/or has provided necessary intellectual property rights or required know-how which the seller does not yet possess and which it cannot procure under reasonable conditions, this contribution may not be used by the seller without the prior consent of RAICO for the manufacture of goods for delivery to other parties.
- 11.6 All production equipment shall be insured by the seller unless otherwise agreed in writing by RAICO and the seller. The seller has to prove sufficient insurance cover with regard to the production equipment. The insurance cover provided by the seller does not affect its liability based on a Supply Contract and/or on the associated framework supply contract.
- 11.7 The seller shall treat any production equipment, irrespective of ownership, with due care and shall keep it in good working order and up to date in construction technology terms. Unless otherwise agreed, the seller shall bear the costs for the ongoing repair, maintenance and readiness for use in good working condition of the production equipment.

11.8 Irrespective of the right of RAICO to demand at any time the hand out of production equipment in its possession, the seller is entitled to retain the in-house tools of RAICO if required to fulfil an order from RAICO.

11.9 Irrespective of ownership, the seller shall keep the equipment used for production of the goods in good working order for continued delivery of the goods for a period of ten years after the end of the delivery of goods by the seller for mass production for RAICO. The readiness obligation expires after this ten-year period and written notification from RAICO.

12. Retention of title

12.1 Insofar as goods required for the production of the goods are provided to the seller by RAICO, these remain the property of RAICO. Processing or transformation of these items by the seller will be carried out for RAICO.

12.2 If any item provided by RAICO is processed or inseparably mixed with other items not owned by RAICO, RAICO shall acquire co-ownership of the new item in proportion of the value of the provided item to the other processed items at the time of processing/mixing.

12.3 If the processing/mixing takes place in such a way that the seller's item is to be regarded as the main item, it is deemed to be agreed that the seller transfers a proportionate co-ownership to RAICO. This co or sole ownership is preserved by the seller for RAICO.

13. Transfer of services

13.1 The seller is entitled to employ subcontractors unless the agreed performance is personally. RAICO can however object to the employment of a subcontractor on serious grounds. Serious grounds exist, in particular, if the intended subcontractor is objectively considered not being able to fulfil the contract.

13.2 The seller shall accordingly undertake the subcontractor according to the terms of these purchase conditions, the framework contract and the delivery contract.

13.3 The seller may not prevent the subcontractor from concluding contracts with RAICO for other deliveries/services. In particular, exclusivity agreements with subcontractors, which RAICO itself requires for the execution of such orders, are not permitted.

14. Advertising

14.1 Without prior written consent the seller may not use any copyrighted name, logo, trade name, trademark, or service mark of RAICO, which holds or controls said marks as owner.

14.2 The seller shall not disclose the fact that it is a contractor or supplier of RAICO, through any marketing or otherwise, in any manner whatsoever without the prior written consent of RAICO unless such publication is required by mandatory law. Even in this case the seller shall inform RAICO in good time before the relevant announcement.

15. RAICO Compliance

15.1 RAICO's corporate culture requires its business partners to conduct themselves appropriately at all times and to refrain from any conduct that could damage the reputation of RAICO or the relevant business partner. To ensure that its business partners regularly conduct themselves appropriately, RAICO has established a compliance management system. Based on said system, the seller shall be obligated to meet all applicable legal requirements. Such legal requirements include, but are not limited to, laws and regulations combating corruption, bribery, cartel infringements, money laundering, and fraud.

15.2 The seller shall make all decisions exclusively on the basis of objective criteria and not allow itself to be influenced by personal interests or relationships. RAICO prohibits any conduct which is of a corrupt nature or which is damaging to the enterprise. RAICO requires its business partners to condemn and prevent corruption of any kind. The seller must ensure that its employees, subcontractors, and representatives neither promise nor offer to nor accept from customers, officials, or other third parties bribes, payoffs, illicit donations, other illicit payments, or undue advantages.

15.3 RAICO requires that its business partners comply with applicable competition and cartel law. The seller shall neither make anti-competitive arrangements with competitors, suppliers, customers, or other third parties, nor shall it abuse any dominant position it may occupy on the market.

The seller shall maintain business relations only with business partners whose integrity it has satisfied itself of. It shall ensure that applicable anti-money laundering law is not violated.

15.4 The compliance with the aforementioned requirements shall be material to each and every contractual relationship. Should RAICO determine that the seller has failed to comply with said requirements, RAICO – after having set a grace period for curing the breach of duty – shall have the right to terminate the Agreement without notice. In the event of an especially severe breach of duty, no grace period for the cure of the breach needs to be set. If the seller culpably caused the breach, it shall owe RAICO damages and indemnification against claims which third parties can assert against RAICO.

16. Commercial property rights and copyrights

16.1 The seller warrants that no rights of third parties within the Federal Republic of Germany are breached in connection with its delivery.

16.2 The seller shall indemnify RAICO from and hold RAICO as guiltless of any and all liabilities, costs, damages, claims and expenses (including legal fees, prosecution costs and settlements relating to such claims and actions) and shall indemnify RAICO against any claim or action of third parties against RAICO arising from the fact that the goods or their use by RAICO or its customers breach industrial property rights or copyrights of a third party. Irrespective thereof, the seller is not liable

- insofar it proves that it is not culpable for the breach of the rights of the third party or;
- insofar as the breach results from the manufacture of the goods in accordance with the instructions of RAICO and the seller, despite exercising typical care of the industry, could not know that compliance with these instructions would result in the breach of a third party's intellectual property or copyright.

16.3 The parties shall inform one another immediately about all such breaches, including assumed, of the rights of a third party as soon as the breach is recognised.

16.4 If the seller is notified of an alleged breach of third party rights, the seller shall be required to take any necessary steps to ensure that RAICO obtains the seller's goods without such breach, for example by obtaining a licence or redesigning the goods (in accordance with all contract terms and qualification requirements) or other appropriate steps.

16.5 RAICO is not entitled to come to an agreement with the right's holder without the consent of the seller.

16.6 The statute of limitations for these claims is three years from the transfer of risk.

17. Environment

17.1 During the execution of a supply contract, the seller must use the necessary resources, in particular materials, energy and water, effectively and to minimize the environmental impact in particular with regard to waste, wastewater, air and noise pollution. This also applies for logistics/transportation.

17.2 The seller is obliged to register and, if necessary, have the chemical substances contained in the goods certified in accordance with the laws applicable to the respective market. If a chemical substance is imported which falls into the area of applicability of a relevant law, the seller accepts the responsibility for all the above duties and the related costs.

17.3 If the delivered goods are chemical substances, mixtures or materials, the is seller obliged to provide RAICO with the „Safety Data Sheets“.

18. Social responsibility

RAICO is particularly aware in its commercial activities of its social responsibility to its own employees and to society as a whole. For this reason, RAICO and the seller are committed to respecting the principles and rights adopted by the International Labour Organization (ILO) in the „Declaration on Fundamental Principles and Rights at Work“ (Geneva, 06/98), the UN Initiative Guidelines Global Compact (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011). The following principles are of particular importance:

- Observance of the human rights,
- Prohibition on child labour and slavery,
- Positive and negative freedom of association,

- No discrimination based on gender, race, ethnic background, religion or belief, union membership or similar, disability, age, sexual identity, nationality, marital status, political inclination, veteran status, or other locally protected characteristics;
- Compliance with occupational safety and health requirements,
- Protection against individual arbitrary staff-related measures,
- Ensuring employability through education and training,
- Maintaining socially adequate employment conditions,
- Establishment of conditions, which allow the employees to enjoy a reasonable living standard,
- Remuneration that secures ones existence, including social and cultural participation,
- Achieving equal opportunities and family-friendly framework conditions,
- Protection of indigenous rights,
- Prohibition of bribery and blackmail,
- Compliance with applicable laws and regulations.

19. General provisions

- 19.1 All agreements reached between RAICO and the seller for the purposes of fulfilling this contract shall be noted in this contract in writing.
- 19.2 The seller is obliged to observe strict confidentiality with regard to all offers, illustrations, drawings, calculations and other documents and information received. They may only be disclosed to third parties with explicit consent from RAICO. The non-disclosure agreement also applies after this contract has been expired. It expires, however, if and when the manufacturing knowledge contained in the provided illustrations, drawings, calculations and other documents has become generally known or has been demonstrably known to the seller at the time of notification in the sense of sentence 1.
- 19.3 RAICO shall be entitled, after a corresponding period of notice of forty eight hours, to enter the seller's premises during normal business hours and without disrupting the seller's business operations to check documents, instruments, books and records relating to a Supply Contract, the goods underlying this Supply Contract and the manufacturing process of the seller; the access right is limited to the required areas only. The seller undertakes to keep such records for at least ten years after the last delivery of the goods to RAICO. This does not apply if otherwise agreed or a longer period is required by law.
- 19.4 The seller warrants that it has not filed an application for insolvency proceedings upon conclusion of the Supply Contract and that there is no threat of the initiation of such proceedings. The seller further warrants that there is no insolvency reason for lack of credit nor imminent insolvency or over-indebtedness. The seller has not ceased any payments, either permanently or temporarily, nor entered into negotiations for a settlement out of court or suspension of payments in order to avert insolvency grounds with creditors.

20. Applicable law; Legal venue and jurisdiction

- 20.1 All contracts concluded by RAICO are subject to German law.
- 20.2 If the seller is a merchant, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship - including international disputes - is the registered office of RAICO. However, RAICO is also entitled to bring an action at the customer's general legal venue.

