

MCB GENERAL TERMS AND CONDITIONS OF PURCHASE FOR SUPPLY OF GOODS AND PROVISION OF SERVICES

Clause 1 Definitions

The terms below have the following meanings in these General Terms and Conditions of Purchase:

MCB: limited liability company under German law MCB Deutschland GmbH (with registered office in Dormagen, registered in Neuss Local Court Commercial Register B under number HRB 4212).
General Terms and Conditions of Purchase: these general terms and conditions of purchase of MCB for the delivery of goods and provision of services.

Services: performances that do not consist of production of a physical work, custody of items, issue of works or carriage (allowing the carriage) of people or items.

Goods: moveable property, immovable property, software and property rights.

Supplier: the party that supplies goods to MCB and/or renders services for MCB or has agreed to do this with MCB.

Parties: MCB and the Supplier.

In writing/written: any form of communication by post, e-mail or via a different method of electronic data traffic.

Quotation: a document written by the Supplier at MCB's request containing a specific, binding quotation with regard to a planned contract.

Order: an order that MCB has placed in writing with the Supplier with regard to supply of goods and/or provision of services.

Contract: the agreements between MCB and the Supplier recorded in writing with regard to the purchase of goods and/or services by MCB and all the associated (legal) acts.

Force majeure: any shortcoming caused by circumstances that are outside the reasonable control of the Parties affected. In any case force majeure does not include: staff illness, staff shortages, strikes, late delivery or lack of suitability of materials regardless of the reason and/or liquidity or other financial problems on the part of the Supplier. Equally, force majeure does not mean one (multiple) third party/ies involved by the Supplier violating its/their obligations.

Clause 2 General provisions

2.1 The General Terms and Conditions of Purchase only apply to entrepreneurs within the terms of sections 14 and 310 of the German Civil Code (BGB). They apply to all enquiries/requests, quotations, offers, orders, confirmations of order, contracts and all other legal acts with regard

to the supply of goods and/or provision of services.

- 2.2 MCB expressly rejects application of any General Terms and Conditions of Business used by the Supplier.
- 2.3 Deviations from the General Terms and Conditions of Purchase shall become effective only if expressly agreed in writing and shall apply only to the contract in question.
- 2.4 In the event of contradictions between the German version of the General Terms and Conditions of Purchase and their translations, the German version shall invariably prevail.

Clause 3 Realisation and amendment of contracts

- 3.1 Requests for a quotation are non-binding and MCB shall not be bound by them. Enquiries by MCB shall be deemed an invitation to submit a quotation.
- 3.2 A quotation submitted by the Supplier verbally or in writing shall be binding and irrevocable.
- 3.3 The Supplier's quotations shall be free of charge.
- 3.4 The contract shall be realised through written acceptance of the quotation.
- 3.5 If MCB places an order without a prior quotation from the Supplier, the contract shall come into being as soon as two (2) working days from receipt of this written order have passed without the Supplier objecting to its content.
- 3.6 MCB shall be entitled to amend an order placed by it after it has come about, without MCB having any obligation to pay or compensate the Supplier, provided that MCB has made its wish to this effect known to the Supplier in writing within an appropriate period after the contract comes about, if the amendment is reasonable for the Supplier and does not result in any disproportionate economic burden for the Supplier.

Clause 4 Price and payment

- 4.1 All the agreed prices shall be fixed prices and are understood to be in euros.
- 4.2 The agreed prices are understood to be exclusive of value added tax and to contain all costs in connection with fulfilment of the Supplier's obligations including, but not limited to, import and export duties, excise duty and all other taxes and duties collected or imposed in connection with the goods and/or services, and furthermore all costs for documentation, packaging and dispatch.
- 4.3 The Supplier can only invoice price increases occasioned by overtime if MCB has consented in advance in writing to performance of this overtime. In particular, a unilateral price increase by the Supplier is not possible if, after conclusion of

the contract, the cost of raw materials increases for unexpected reasons.

- 4.4 In the case of contracts for supply of goods, the Supplier shall be entitled to invoice the price of the goods only when the supply has been completed in the manner stipulated in clause 5.7.
- 4.5 In the case of contracts for the provision of services, the Supplier shall be entitled to invoice the price of the services only when the Supplier has rendered the services and MCB has accepted these in writing.
- 4.6 The payment term shall be sixty (60) days from receipt of invoice.
- 4.7 Invoices must fulfil the statutory requirements and are preferably to be transmitted digitally as a PDF file. The invoices must also be furnished with MCB's order number.
- 4.8 If the Supplier does not meet (in full) any obligation arising from the contract or the General Terms and Conditions of Purchase, MCB shall be entitled to suspend the payment obligation to the Supplier incumbent upon it.
- 4.9 MCB shall be empowered to offset claims that the Supplier has against it with claims that it or a company affiliated with it has against the Supplier or a company affiliated with the Supplier for any reason whatsoever, at any time.
- 4.10 Payment by MCB does not constitute a waiver of rights.

Clause 5 Delivery

- 5.1 Goods shall be supplied DAP ("Delivered At Place") in accordance with the latest version of Incoterms published by the International Chamber of Commerce ("ICC"), to the agreed delivery destination, punctually at the agreed time within MCB's applicable unloading times, or within the agreed period(s) as stated in the contract. The agreed time or agreed period shall be final in nature. Delivery also means delivery of any related aids and documentation. If necessary the Supplier shall take care of applying for and obtaining the export licence that is necessary to export the goods from the country of origin.
- 5.2 The Supplier shall yield and/or hand over the result of the services at the time and in the place governed by the contract.
- 5.3 If delivery cannot take place at the agreed time or within the agreed period, the Supplier must inform MCB of this in writing stating the correct delivery dates. The Supplier may undertake partial deliveries only with MCB's prior consent in writing. If MCB has agreed to partial deliveries, for application of this clause, delivery is also understood to mean partial delivery.
- 5.4 If a deadline agreed for the delivery (for parts of a delivery) is exceeded, the Supplier shall be in default, without the need for an admonition.

- 5.5 Without prejudice to MCB's entitlement to compensation of any loss that may be incurred, for each week, including any week commenced, by which the delivery deadline is culpably exceeded, the Supplier shall owe an immediately due contractual penalty to the value of 1% of the order, but to a maximum of 10% of the order value, without the need to give notice of default. The contractual penalty shall count towards any additional compensation claimed, as the case arises.
- 5.6 Delivery of more or less than the quantity ordered shall only be accepted if MCB and the Supplier expressly agree this in writing.
- 5.7 The delivery is completed as soon as the goods have been accepted by or on behalf of MCB and delivery has been acknowledged by or on behalf of MCB. This does not affect the possibility of the goods supplied being refused in accordance with clause 9 paragraph 3. If MCB has acknowledged the delivery, the Supplier cannot derive any rights from this, apart from confirmation that the goods have been accepted.
- 5.8 In the event that MCB does not fulfil one or more of its obligations, the Supplier shall not be authorised to suspend its delivery obligation.

Clause 6 Transfer of risk and title

- 6.1 Until completion of the delivery within the terms of clause 5.7, the Supplier shall bear the costs and risk with regard to the goods.
- 6.2 Title to the goods shall pass to MCB as soon as the delivery has been completed within the terms of clause 5.7.

Clause 7 Packaging

- 7.1 The Supplier shall package the goods at its expense, having regard to the requirements applying by law, or on the basis of law, or in accordance with the contract, and in a manner suitable for the goods, so that these reach their destination in good condition and undamaged.
- 7.2 The Supplier must enclose a packing note with each delivery that contains the following: (i) the complete order number; (ii) the item number, quantity and description for each position and (iii) the article number if stated.
- 7.3 The weight must also be clearly visible for items that have a unit weight of more than one thousand (1,000) kilograms.

Clause 8 Inspection

MCB may inspect the goods, the production process for the goods and/or the control process with regard to the goods at any time, at the Supplier's customary hours of business. Should MCB carry out an inspection or a test at the Supplier's site, in the interests of

the safety and comfort of the MCB employees carrying out the inspection, the Supplier must provide the appropriate equipment and cooperate with the inspection. The Supplier shall bear the costs of the inspection unless the inspection reveals that the goods supplied meet the agreed standards and specifications.

Clause 9 Guarantee/Special requirements of the goods and warranty

- 9.1 The Supplier declares and guarantees to MCB that all goods, if pertinent:
- (a) Are suitable for the desired purpose, new, merchantable, good quality and free from planning, material, construction and manufacturing defects;
 - (b) Adhere strictly to the standards and specifications, include the agreed quantity, and approved samples and all other requirements arising from the contract;
 - (c) Are free from any security interests and encumbrances;
 - (d) Have been designed, produced and supplied in compliance with all applicable legal provisions, including directive 2001/95/EC on general product safety, and all other government requirements;
 - (e) Have been supplied with all information and instructions necessary for correct and safe use, and
 - (f) Fulfil the requirements of the safety and quality standards customary within the sector, applying at the time of delivery.
- 9.2 The Supplier declares and guarantees that it will obtain all the information for MCB necessary for MCB to comply with the applicable law and all applicable requirements when using the goods.
- 9.3 Should it emerge after the delivery that, in MCB's opinion the goods do not satisfy the agreed requirements, in particular those mentioned in clause 9.1, MCB will reject the goods and inform the Supplier of this in writing as quickly as possible. MCB shall decide at its discretion whether the Supplier should rectify, replace or compensate the rejected goods within a period set by MCB, as MCB chooses, the first time requested so to do, or supply anything that is missing until the agreed requirements are met; MCB's other rights and claims in the event of defective supply (including the right of rescission and the entitlement to compensation) shall not be affected by this. The Supplier shall bear all costs incurred in connection with this clause (including repair and dismantling costs).
- 9.4 If the Supplier does not fulfil its obligations arising from clause 9.3 after an appropriate grace period has been set, MCB is entitled to undertake (cause to be undertaken) those acts mentioned in clause 9.3 for the Supplier's account

and at the Supplier's risk. MCB will inform the Supplier of this.

- 9.5 If it becomes apparent that the goods as supplied do not meet the provisions of the contract and the General Terms and Conditions of Purchase, or fulfil the guarantees and/or agreed requirements, MCB shall be authorised to exercise the rights mentioned in clauses 9.3 and 9.4.
- 9.6 The Supplier warrants that the goods will comply with the contract and the General Terms and Conditions of Purchase for a period of twenty-four (24) months ("**Guarantee Period**") from completion of the delivery within the terms of clause 5.7 or after replacement or supplementation to which the guarantee provisions apply.
- 9.7 The Supplier's obligation to reimburse other costs that MCB has necessarily had to incur as a result of failure by the Supplier to fulfil the guarantee obligations within the terms of this clause, or in connection with it, until the services are rendered in accordance with the agreed requirements or the defective goods have been rectified and/or replaced, shall remain unaffected.
- 9.8 This clause does not discharge the Supplier from its liability for concealed defects in goods supplied that appear after the guarantee period has expired, but which were already present before this guarantee period expired, but no longer than ten (10) years after the guarantee period expires.
- 9.9 (a) The Supplier declares that it will abide by the regulations arising from article 33 of the REACH regulation (Regulation (EC) no. 1907/2006), that in particular it will provide MCB with information about SVHC substances that have been included in the REACH SVHC candidate list if such a substance is present in the goods to be supplied by the Supplier at more than 0.1 percent by weight.
- (b) In addition to the regulations in letter (a) of this clause, the Supplier with registered office in the EU shall fulfil the obligations arising from article 9 (1) of Regulation 2008/98/EC (waste regulation) by notifying the ECHA for the SCIP database of goods (including packaging material) that contain more than 0.1 percent by weight of a substance from the REACH candidate list. The Supplier shall furthermore inform MCB of the SCIP notification number, so that MCB and its customers can base their own SCIP notifications on this.
- (c) The goods must also comply with the restrictions that are governed by REACH Annex XVII and Regulation (EC) 2019/1021 (POP regulation).
- 9.10 The Supplier declares that it abides by the provisions arising from Directive (EC) 2011/65/EU (RoHS directive) and that the goods (including packaging material as well) do not contain any

RoHS restrictions above its threshold. The Supplier shall inform MCB in writing before delivery if concentrations exceed the thresholds.

- 9.11 The Supplier declares that it strictly complies with the obligations arising from Regulation (EU) 2017/821 (conflict minerals regulation) and will provide MCB with a corresponding written declaration the first time requested to do so.
- 9.12 At MCB's request, the Supplier shall provide a supplier declaration for goods with preferential origin.

Clause 10 Provision of services

- 10.1 The Supplier must provide the services expertly and with the necessary care using the correct materials and sufficient qualified employees, ancillary staff and/or third parties.
- 10.2 The Supplier can cause all or part of the contract to be executed by one or more third parties with MCB's prior written permission. The Supplier shall be fully liable for the actions and omissions of all third parties that the Supplier has contractually obliged in connection with the services.
- 10.3 When executing the contract, the Supplier can use materials and aids that are MCB's property with MCB's prior permission only; these items will be loaned to the Supplier exclusively for this purpose. MCB can apply conditions to the loan.
- 10.4 The materials, drawings, models, instructions, specifications and other aids provided by MCB or procured or manufactured by the Supplier for the account of MCB shall remain the property of MCB or shall come into the possession of MCB at the time of procurement, manufacture or payment.
- 10.5 MCB's statutory warranty claims shall exist in addition to the guarantee conditions regulated above.

Clause 11 Safety

- 11.1 When rendering the services on an MCB site, in any case the Supplier must abide by the safety regulations and standing orders that apply there, expressly including, but without limitation to, MCB's regulations.
- 11.2 The Supplier shall be responsible for compliance by its employees or other ancillary staff carrying out work within the scope of the Supplier's responsibility ("Staff") on the basis of the contract, with the safety regulations and standing orders applying at MCB and other persons that the Supplier involves in execution of the contract.
- 11.3 MCB shall be authorised to check the identity of the Supplier's Staff and other persons that the Supplier uses to execute the contract and shall

further be authorised to inspect and check materials, equipment and other aids to be used by the Supplier when executing the contract.

- 11.4 The Supplier shall ensure that its presence and the presence of its Staff and/or other ancillary staff that the Supplier involves in execution of the contract do not prevent unimpeded progress of the work of MCB and third parties on MCB's site and in its buildings.
- 11.5 The Supplier shall bear costs occasioned by delays in execution of the contract as a consequence of non-fulfilment of the obligations mentioned in this clause.

Clause 12 Staff

- 12.1 If, during execution of the contract, it emerges that Staff are not acting in the interests of due and proper execution of the contract and/or are unable to continue execution of the contract due to circumstances, MCB has the right to cause the Supplier to replace the person in question the first time it asks.
- 12.2 Replacement of Staff requires a written request or MCB's prior written permission. The Supplier shall bear any associated costs.
- 12.3 The Supplier shall guarantee that when employing Staff all applicable employment and occupational health and safety law regulations are observed.
- 12.4 The Supplier shall be responsible and liable for fulfilment of the obligations resulting from the contract according to applicable tax and social insurance law. The Supplier shall release MCB from any tax authority and third party claims with regard to the value added tax, wage tax and social insurance contributions owed by the Supplier or a third party in connection with execution of the contract.
- 12.5 During execution of the contract, the Supplier shall not be permitted to entice away and/or employ MCB's employees involved in execution of the contract unless MCB has agreed in advance in writing. For each culpable violation of this clause, the Supplier shall forfeit a contractual penalty to the value of €50,000 (in words: fifty thousand euros) payable immediately. MCB can assert claims for compensation. A forfeited contractual penalty will be added.

Clause 13 Secrecy

- 13.1 The Supplier shall keep secret the existence, nature and content of the contract, as well as other operational information that becomes known to it as part of supply of goods to MCB and/or provision of services for MCB and about which it can assume, after reasonable consideration, that these are confidential and therefore not disclose them to third parties without MCB's

prior consent in writing. In any case confidential information is understood to be, but not exclusively, prices managed by MCB, commercial agreements reached between the Parties and operational information of MCB or MCB's customers in the broadest sense.

- 13.2 The Supplier shall be obliged to impose the secrecy obligation mentioned in this clause on its employees and third parties who are or have been compelled to acquire knowledge of the information mentioned in paragraph one of this clause, and is responsible for these employees and third parties fulfilling this obligation.
- 13.3 The secrecy undertaking within the terms of this clause shall not apply if and insofar as a disclosure obligation arising from applicable law, a court ruling or an order by a supervisory or other authority exists, whereby in the latter case the Supplier will agree the nature and manner of the disclosure in advance with MCB and the disclosure will be restricted to the part of the information to which the Supplier's disclosure obligation extends.
- 13.4 In the event of non-fulfilment of the obligations according to this clause, MCB shall have the right to terminate the contract with immediate effect without being liable to the Supplier for compensation. For each culpable violation, the Supplier shall furthermore owe a contractual penalty due immediately, to the value of €25,000 (in words: twenty-five thousand euros), plus a sum to the value of €5,000 (in words: five thousand euros) for each day that the violation persists; MCB's claim against the Supplier for compensation in full shall not be affected by this.

Clause 14 Liability

- 14.1 MCB expressly excludes any liability (risk) on the part of MCB for direct, indirect and consequential loss, breakdown, loss of profit, reduced goodwill, loss as a result of operational stoppages, falsification or loss of data and all other forms of direct and/or indirect loss caused by MCB.
- 14.2 This shall not apply if liability is mandatory, such as liability under the German Product Liability Act. Furthermore this shall not apply to compensation claims on the basis of injury to life, limb and health, or claims for compensation arising from violation of material contractual obligations. Material contractual obligations are those whose fulfilment is necessary to achieve the contract's aim, such as acceptance of goods. The exclusion of liability shall furthermore not apply to compensation claims based on a wilful or grossly negligent violation of MCB's obligations, those of its legal representatives or vicarious agents. In the event of violation of material contractual obligations the liability shall, however, be limited to the foreseeable compensation typical of the contract.
- 14.3 The Supplier shall be liable and shall hold MCB harmless and indemnify it with regard to all damages sustained by MCB or a third party as a consequence of a violation of the Supplier's obligations arising from the contract, or tort, or on another legal basis, by the Supplier, its Staff or a third party that the Supplier has involved in execution of the contract, including, but not limited to, ancillary staff and subcontractors, unless the damage is due to intent or conscious carelessness by MCB's senior Staff authorised to give instructions.
- 14.4 The Supplier shall release MCB from the financial consequences of claims that third parties assert in connection with fulfilment of its obligations arising from the contract.
- 14.5 The Supplier shall insure itself adequately against the liability within the terms of this clause and maintain the insurance cover and give MCB the opportunity to inspect the insurance policy on request. The insurance obligation shall also extend to ancillary staff that have participated in some way or another in execution of the contract. The above right of inspection does not discharge the Supplier from its liability in this regard.

Clause 15 Termination

- 15.1 If and insofar as the Supplier does not fulfil any obligation whatsoever resulting from this contract or otherwise associated with it, does not do so in a timely manner or duly and properly, at its discretion MCB can:
- (i) Give the Supplier the opportunity to fulfil its obligations within a period set by MCB;
 - (ii) Fully or partly suspend execution of the contract;
 - (iii) (Partly) terminate the contract on compliance with a notice period of thirty (30) days, without MCB being obliged to compensate any loss whatsoever.
- 15.2 MCB is furthermore entitled, in the following cases, to terminate the contract concluded with the Supplier without being obliged to compensate any loss whatsoever:
- (i.) Judicial moratorium (or corresponding application) or institution of insolvency proceedings (or corresponding application) on the part of the Supplier;
 - (ii.) A caretakership or asset management order for the Supplier;
 - (iii.) Sale or discontinuation of the Supplier's company;
 - (iv.) Withdrawal of the Supplier's permit or licences necessary for execution of the contract, or

(v.) Pledging of a significant part of the Supplier's working capital.

- 15.3 In the event of force majeure on the part of one Party, fulfilment of the contract will be completely or partly suspended for as long as the force majeure persists, without the Parties being mutually liable for compensation. The Party that wishes to invoke force majeure must inform the other Party of this in writing immediately, in any case within three (3) working days after the force majeure situation occurs, otherwise the right to invoke force majeure will lapse. If the force majeure persists for more than thirty (30) days, the other Party has the right to terminate the contract in writing with immediate effect, without being liable for compensation.

Clause 16 Intellectual property

- 16.1 Drawings, illustrations and calculations that MCB provides to the Supplier within the scope of the contract shall remain the property of (customers of) MCB and the Supplier must only use them to execute the contract. After the contract has expired, the documents and information in question are to be returned to MCB when first requested.
- 16.2 If intellectual property-associated rights arise during execution of the contract, MCB shall have an exclusive right to use them. If the Supplier becomes the holder of the intellectual property rights ipso jure, the Supplier shall assign these exclusive rights to use the intellectual property to MCB in advance and, if necessary, the Supplier will cooperate with this assignment and the Supplier authorises MCB in advance to do everything necessary to cause MCB to become the holder of the intellectual property rights. If legally permissible, the Supplier shall waive any personal rights that remain with the Supplier.
- 16.3 By concluding the contract, the Supplier declares that no third-party industrial and intellectual property rights will be violated by production, delivery, use and/or repair of the goods and any of the components and by application of the associated procedures.
- 16.4 The Supplier shall release MCB from any liability asserted by a third party on the basis of an alleged violation of third-party industrial and intellectual property rights. If a third party draws MCB's attention to an alleged rights violation, MCB shall immediately inform the Supplier.

Clause 17 Data protection

If and insofar as personal data is transmitted within the scope of execution of the contract, the Parties will process this cautiously, confidentially and in accordance with the General Data Protection Regulation.

Clause 18 Miscellaneous provisions, prohibition of assignment, time barring of claims against MCB

- 18.1 MCB's Supplier Code of Conduct (hereafter: "SCoC") represents an integral part of the contract. The Supplier guarantees that it will unreservedly abide by this SCoC. The latest version of the SCoC is published on www.mcb.eu. MCB reserves the right to unilaterally amend the SCoC if it deems this necessary. MCB will inform the Supplier if the SCoC changes.
- 18.2 The Supplier will not transfer or outsource all or part of its rights and obligations arising from the contract without MCB's prior written permission.
- 18.3 Should one or more of these General Terms and Conditions of Purchase's provisions be or become ineffective, the Parties shall agree one or more substitute provisions that (economically) insofar as possible take account of the original provision(s). The remaining provisions in the General Terms and Conditions of Purchase shall remain unreservedly in force and shall not be affected by the ineffectiveness of the other provisions.
- 18.4 If legally permissible, the Supplier's claims against MCB shall expire at the latest after one (1) year after they come about and the Supplier's knowledge of the claim or expectation that it should know of the claim.

Clause 19 Applicable law and jurisdiction

- 19.1 Unless otherwise organised in the purchasing conditions or the individual contracts, the law of the Federal Republic of Germany, excluding the UN Convention on the International Sale of Goods (CISG) will apply to the contracts concluded, including these contractual terms, to their realisation, effectiveness, interpretation and performance and to all other legal relationships existing between the Parties.
- 19.2 The exclusive place of performance for all obligations arising from the contractual relationships shall be the registered office of the respective MCB company as the contracting party.
- 19.3 The exclusive place of jurisdiction for all disputes between the Parties shall be Neuss.