

## General Terms and Conditions of Purchase for SAPRA Consulting & Trading GmbH

### § 1 General stipulations, scope

(1) These General Terms and Conditions of Purchase (referred to hereinafter as "Purchase Terms") shall apply exclusively to all business relationships of SAPRA Consulting & Trading GmbH (referred to in the following as: "SAPRA") with its suppliers (referred to in the following as: the "Supplier"). We do not acknowledge any General Terms of the Supplier that deviate from or are contrary to the following Purchase Terms, unless we have explicitly given our written consent to their application. Transmission by fax or e-mail shall also suffice for the written form. These Sales Terms also apply if SAPRA accepts the goods without any reservation of rights with full knowledge of conflicting or different terms and conditions of Supplier.

(2) These Purchase Terms shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB.

(3) Any individual stipulation concluded in individual cases with the Supplier (including subsidiary covenants and agreements, amendments and changes) shall always have priority over these Purchase Terms. A written agreement or explicit written confirmation of the content of such agreements by SAPRA shall be required.

(4) These Purchase Terms also apply in their most recently included version as a framework agreement for future sales and/or deliveries by the same Supplier without SAPRA having to make reference to such once again in every individual case.

(5) Legally relevant declarations and notifications that are to be issued by the Supplier to SAPRA after conclusion of the Agreement (e.g. setting of deadlines, reminders, withdrawal) must always be in writing to be effective.

(6) References to the application of statutory provisions shall only serve the purpose of clarification. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these Purchase Terms.

### § 2 Conclusion of the Agreement, Provided Documentation

(1) The Agreement is concluded by purchase order of SAPRA and acceptance by the Supplier. An Agreement is only concluded upon acceptance of the order by the Supplier. Changes or additions to the order by the Supplier shall be deemed rejection of the order, unless SAPRA confirms the changed acceptance.

(2) Order and acceptance must be declared in writing. Any verbal or telephone agreements require written confirmation by SAPRA to be valid.

(3) Orders of SAPRA must be accepted within a period of 14 calendar days from receipt by the Supplier. After expiry of this period, SAPRA shall be entitled to cancel the order. All services provided by the Supplier in connection with the conclusion of the Agreement are free of charge for SAPRA.

(4) SAPRA may also demand changes or modifications of the purchase object after conclusion of the Agreement, insofar as the changes are reasonable for the Supplier. The effects on both parties to the Agreement, in particular with regard to additional or reduced costs as well as delivery dates, must be adequately taken into account.

(5) All catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - provided to the Supplier by SAPRA remain the property of SAPRA. These documents may not be made available to third parties without the prior written consent of SAPRA. After completion of all deliveries in connection with the documents these are to be returned to SAPRA.

### § 3 Delivery Date and Delay in Delivery

(1) All delivery dates stated in the order or otherwise agreed upon are binding. The date of receipt of the purchase object at the place specified by SAPRA in the order shall be decisive for compliance with the delivery date.

(2) The Supplier shall immediately inform SAPRA of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.

(3) If delivery dates are not actually met, the Supplier is in default in delivery without any special notice of default being required. In the event of a default in delivery, the Supplier shall be obliged to notify SAPRA in writing of the default in delivery that has occurred. In addition, the statutory provisions in the event of non-compliance with a delivery date shall apply. In particular, SAPRA shall be entitled to withdraw from the contract and claim damages instead of performance after the unsuccessful expiry of a grace period for delivery. The unconditional acceptance and/or payment of the delayed delivery does not constitute a waiver of SAPRA's claims for compensation due to the delayed delivery.

(4) In the event of early delivery, SAPRA shall be entitled to return the purchase object to the Supplier. The Supplier bears the costs of the return shipment. If SAPRA refrains from returning the purchase object, SAPRA shall store the purchase object until the delivery date at the Supplier's expense and risk.

(5) Force majeure, operational disruptions through no fault of SAPRA, riots, official measures and other unavoidable events shall release SAPRA from the obligation of timely acceptance for the duration of their occurrence. During such events and within two weeks after their end, SAPRA shall be entitled - without prejudice to other rights - to withdraw from the contract in whole or in part, provided that such events are not of insignificant duration and the requirements of SAPRA have been considerably reduced due to the other procurement required as a result. In such cases, SAPRA shall not be obliged to reimburse the costs incurred by the Supplier. The above provisions shall also apply in the event of labor disputes.

### § 4 Delivery, Transfer of Risk

(1) Deliveries are to be notified to SAPRA by means of a shipping notification. The dispatch note must contain at least information on the type, quantity and weight of the goods. Dispatch notes, bills of lading, invoices and all other correspondence must contain the order number of SAPRA. All deliveries must be accompanied by a delivery note in duplicate, which must contain all data necessary for processing the delivery.

(2) Place of delivery shall be the place specified by SAPRA. The delivery must cover the entire scope of the order. Partial deliveries are inadmissible unless SAPRA has expressly agreed to partial deliveries or these are reasonable for SAPRA.

(3) The risk of loss or damage to the goods passes to SAPRA upon delivery at the agreed place of delivery.

## **§ 5 Prices, Invoices, Terms of Payment**

(1) Unless otherwise agreed, the Supplier's prices shall be free to place of delivery including all ancillary transport, processing and packaging costs.

(2) Invoices shall be issued in EURO. All invoices must be sent to SAPRA in duplicate, stating the invoice number and other allocation characteristics and enclosing all associated documents and data after delivery. Invoices are to be sent to the address indicated in the order. The invoices may not be attached to the deliveries of the purchase object.

(3) Payment shall be made in the manner and at the time or times agreed by the parties. If not agreed upon otherwise payment of the delivery shall be made within fourteen days after delivery and receipt of invoice with a 2% discount or within thirty days net. Payment shall be made subject to invoice verification. SAPRA shall not be in default without express reminder.

## **§ 6 Assignment, setoff, rights of retention**

(1) Supplier and SAPRA may transfer this Agreement (principal agreement including Purchase Terms) in its entirety or assign any of their rights or obligations arising out of this Agreement to third parties only by prior written consent of the other party. This requirement of consent does not apply to the assignment of monetary claims arising from this Agreement. If the assignment of claims under this contract is effective without consent, SAPRA may discharge the Supplier as previous creditor.

(2) SAPRA reserves the unrestricted statutory rights of setoff and retention. The Supplier may only offset claims of SAPRA with undisputed claims or claims awarded by final and non-appealable judgment or assert rights of retention.

## **§ 7 Obligation to Give Notice of Defects and Warranty Claims**

(1) Acceptance of the goods by SAPRA shall be subject to inspection for defects, insofar and as soon as this is feasible in the ordinary course of business. In the event of obvious defects, SAPRA shall be deemed to have fulfilled its obligation to give notice of defects by notifying the defects within 14 days of receipt of the goods. In the case of hidden defects, SAPRA shall satisfy its obligation to give notice of defects until 14 days after discovery of the defects. In this respect, the Supplier waives the objection of late notification of defects.

(2) The Supplier is fully liable for the delivered goods in accordance with the statutory provisions on material defects and defects of title. In all other respects, the Supplier shall be liable in accordance with the following provisions.

(3) SAPRA shall be entitled to rectify the delivered goods at the Supplier's expense if SAPRA has a special interest in the rapid use of the goods due to the circumstances of the individual case, in particular to avert imminent damage, and if rectification by the Supplier is not possible for reasons of time. SAPRA shall inform the Supplier in writing before commencement of the rectification.

(4) If SAPRA incurs costs as a result of the defective delivery exceeding the usual scope, in particular transport, travel, labour, installation, removal and material costs or costs for an incoming inspection, the Supplier shall bear these costs. In particular, the return of goods that are the subject of complaints to the Supplier shall be at the Supplier's expense and risk.

(5) The Supplier warrants that the goods are free from rights of third parties and that delivery of the goods does not violate any rights of third parties. The Supplier shall

indemnify SAPRA, upon first demand, from any claims of third parties in this regard. In all other respects, SAPRA shall be entitled to a claim against the Supplier for compensation for the damage incurred if the Supplier is at fault.

(6) Except in cases of fraudulent intent, the warranty period shall be 36 months from the passing of risk. This shall not affect the validity of longer statutory periods. If the Supplier fulfills his obligation of subsequent performance by means of a replacement delivery, the limitation period shall recommence for the goods delivered as replacement after their delivery, unless the Supplier has expressly and appropriately reserved the right to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of the continued existence of the supply relationship.

## **§ 8 Information Obligations, in Particular on Export Restrictions**

(1) Without prejudice to any other information obligations under this Agreement, each party shall assist the other party in providing the information and documents (hereinafter referred to as "information") necessary to comply with applicable export control laws or requested by the authorities in this context, in particular in connection with licensing procedures.

(2) In particular, the Supplier must inform SAPRA if delivered goods or essential components are subject to export restrictions relating to goods in German law (in particular Appendix 1 Part I Appendix AL to the Foreign Trade Ordinance, AWW), European Union law (in particular Appendix I Dual-Use Regulation 428/2009, Iran Embargo Regulation 267/2012, Iran Human Rights Regulation 359/2011) or U.S. law (in particular Commerce Control List in Supplement No. 1 to Part 774 Export Administration Regulations [EAR]). In which cases components of goods are considered to be essential components is e.g. defined in No. 2 of the General Notes to Annex I Dual-Use Regulation 428/2009.

(3) The obligation to provide information is not excluded by any previously concluded confidentiality obligations. If necessary, an exemption from a previously concluded confidentiality obligation may be required if applicable export control regulations require technical details to be communicated to the competent authorities.

## **§ 9 Delivery of non-export-restricted goods**

The Supplier undertakes to give preference to such goods and essential components which are not subject to any export restrictions within the meaning of § 8 (2).

## **§ 10 Other liability**

(1) Unless otherwise stipulated in these Purchase Terms, the Supplier shall be liable in the event of a breach of contractual or non-contractual obligations in accordance with the relevant statutory provisions.

(2) The Supplier shall, upon first demand, indemnify us and hold SAPRA harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on SAPRA's intentional or grossly negligent breach of duties. In cases of fault-based liability, however, this only applies if the Supplier is at fault. If the cause of the damage is the responsibility of the Supplier, the burden of proof for the non-existence of the fault lies with the Supplier.

(3) Any claims for damages against SAPRA can only be asserted in cases of intent or gross negligence. In the event of culpable breach of material contractual obligations, SAPRA shall only be liable for reasonably

foreseeable damage typical for the Agreement. The above limitation of liability shall not apply in cases where SAPRA is liable under Produkthaftungsgesetz (German Product Liability Act) for personal injury or damage to property and in cases of injury to life, limb or health.

#### **§ 11 Termination of The Agreement and Confidentiality**

(1) In addition to the statutory rights of withdrawal, SAPRA is entitled to withdraw from or terminate the Agreement with immediate effect if the Supplier has stopped supplying its customers, if a significant deterioration of the Supplier's financial situation occurs or threatens to occur and the fulfillment of a delivery obligation towards SAPRA is thereby endangered, if the Supplier becomes insolvent or over-indebted or if the Supplier suspends payments. SAPRA shall also be entitled to rescind or terminate the Agreement if the Supplier applies for the opening of insolvency proceedings or similar proceedings for the settlement of debts in respect of its assets.

(2) If SAPRA makes use of the above rights of withdrawal or termination, the Supplier shall compensate SAPRA for any damage resulting therefrom, unless Supplier is not responsible for the occurrence of the rights of withdrawal or termination. This does not imply a limitation of other legal claims.

(3) SAPRA also has the right to withdraw from or terminate the Agreement if the goods to be delivered are to be incorporated into a good to be produced by or put together by SAPRA intended for shipment to an EU member state or export to a third country if the competent authority

- a. refuses to grant a (intra-EU) transfer or (extra-EU) export license, or
- b. does not issue the necessary (export/import) license within a period of 3 (in words: three) months after the date envisaged for the delivery of the entire goods.

(4) SAPRA may also withdraw from the Agreement with the Supplier if the customer of the goods in which the purchased goods are to be installed undertakes actions which promote, give rise to expectations or may result in a violation of the applicable export control regulations of the Federal Republic of Germany, the European Union or the United States, in particular, if there are justified indications that the customer intends to use the goods not for a purpose communicated by him but for an illegal purpose.

(5) The Supplier is obliged to treat confidentially all non-public business or technical information that becomes known to him through the business relationship with SAPRA. He must oblige his Suppliers and subcontractors accordingly. The obligation of confidentiality continues to exist even after termination of the business relationship.

#### **§ 12 Place of Performance, Choice of Law and Place of Jurisdiction**

(1) Place of performance for deliveries is the place to which the goods are to be delivered in accordance with the Agreement. The place of performance for payments rendered by the SAPRA and for all other reciprocal claims is the business offices (administrative headquarters [Geschäftssitz]) of SAPRA.

(2) The Agreement, including any and all disputes arising from or related to the Agreement and all legal relationships between the Supplier and SAPRA are governed by the substantive laws of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply, Art. 6 CISG.

(3) The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the courts competent for SAPRA's business offices (administrative headquarters). However, SAPRA shall also be entitled to bring an action at the general place of jurisdiction of the Supplier.

(4) The invalidity of any provision of these Purchase Terms shall not affect the validity of the other provisions. Invalid provisions shall be deemed as replaced by such valid provisions that shall be suitable to implement the economic purpose of the deleted provision to the greatest extent possible.