

GENERAL PURCHASING CONDITIONS

I. General

(1) The present General Purchasing Conditions are the basis of all purchase orders of the OAS AG Company (referred to hereinafter as "Customer") towards the Supplier and shall be applicable exclusively. They are a material part of all agreements which we conclude with our suppliers regarding the goods or services offered by the suppliers. They also apply to all future deliveries, services, or quotations to the Customer even if they are not agreed separately again.

(2) Terms and conditions of our suppliers or of third parties shall not be applicable even if we do not separately oppose their validity in an individual case. Even if we make reference to a letter which includes the terms and conditions of the Supplier or a third party or which refers to such terms and conditions, this does not present a consent to the validity of such terms and conditions.

II. Placing of Order

(1) Orders on our part shall only be binding if made in writing. Orders placed orally or by phone require a written confirmation. Orders shall only be placed by employees who are authorised representatives of the Customer. Except for orders placed by persons authorised according to the articles of incorporation of the Customer or by registration in the Commercial Register, orders shall only be accepted by the Supplier if the authorisation of the respective employee is known to the Supplier. Unless our quotations include an express period of validity, we are bound by our quotation for five business days as from the quotation date. Receipt of the notice of acceptance shall be decisive for acceptance in due time.

(2) The Supplier shall confirm placed orders immediately in writing.

(3) We are authorised to change time and place of delivery as well as type of packaging at any time by written notice granting a reasonable period of time before the agreed delivery date. The above also applies to changes of product specifications insofar as they can be implemented in the scope of the Supplier's normal production process without considerable extra costs. We will reimburse the evidenced and reasonable extra costs incurred due to the change. Should such modifications result in delay in delivery which cannot be avoided by the Supplier's reasonable efforts in the course of normal production and business, the delivery date agreed originally will be postponed correspondingly. The Supplier shall notify us in writing of the carefully estimated extra costs and delay in delivery to be expected in due time before the delivery date after receipt of our notice according to Clause 1.

(4) We are authorised to cancel the contract at any time by written declaration stating the reason if we cannot use the ordered products in our course of business due to circumstances that occurred after conclusion of the agreement. In this case, we will compensate the partial service already rendered by the Supplier.

III. Scope of Performance

(1) The delivery time (delivery date or delivery period) indicated by us in the purchase order or otherwise decisive according to the present General Purchasing Conditions shall be binding. Premature deliveries are not admissible save as otherwise agreed in an individual case. The Supplier undertakes to immediately inform us if circumstances occur or are foreseeable which indicate that the agreed delivery time cannot be met. The Supplier can only rely on the Customer's failure to provide documents if the Supplier did not receive them within a reasonable period despite written reminder.

(2) Services rendered by the Supplier without being ordered to do so or arbitrary deviations from the ordered services will not be compensated. At the request of the Customer, the Supplier has to eliminate them within a reasonable period; otherwise the Customer is authorised to arrange for elimination at the Supplier's expense. Services not listed in the written orders of the Supplier (increases) have to be quoted before delivery or performance and require an additional order by the Customer before performance. Services listed in the orders of the Customer which have not been rendered have to be agreed with the Customer and reduce the order value correspondingly.

(3) If a lump sum is agreed as remuneration of a service, this lump sum cannot be modified at all. If, however, the rendered service deviates from the agreed service in a way that an adherence to the lump sum is not reasonable, a compensation taking into account the reduced costs is to be granted at the request of the Customer after completion of the service. The compensation is to be calculated on the basis of the principles of price calculation.

(4) The Supplier renders its services / performs its deliveries according to the state of the art. The Supplier has to comply with laws, directives, and other relevant standards applicable in the Federal Republic of Germany, generally accepted and other directives of the EC as well as obligations imposed by authorities and other legal decisions. In particular, the Supplier has to comply with the Employer's Liability Insurance regulations and regulations for accident prevention (BGV A-D) as well as accepted safety and occupational health regulations. Machines and technical equipment are to be delivered with operating instructions and a European declaration of conformity and to be provided with the CE marking if required. Moreover, the conditions of the German Product Safety Act are to be complied with.

IV. Termination of Contracts for Work and Services

If a work performance in terms of §§ 631 et seq. BGB [German Civil Code] is subject matter of the contract, we are entitled to the legal right of termination according to § 649 BGB until completion of the work performance. In this case, the Supplier has to immediately estimate and furnish proof of the expenses saved by the Supplier due to the termination.

V. Documentation

Storage, installation, and operating instructions in German and English are to be supplied as hardcopy and electronic version. This also applies to documents required for maintenance and repair of the supplied item. We are authorised to copy and process these instructions and documents and to disclose them to our customers.

VI. Protection / Retention of Title

(1) We reserve the title or copy right to all purchase orders, orders as well as drawings, figures, calculations, descriptions, and other documents made at the Supplier's disposal. Without our express consent the Supplier must neither disclose them to third parties nor use or copy them itself nor have them used or copied by third parties. At our request, the Supplier shall return these documents completely if they are no longer required in the course of ordinary business or if negotiations did not result in conclusion of an agreement. In this case, copies made by the Supplier are to be destroyed except for the retention of records in the scope of legal obligations of retention as well as storage of data for backup purposes in the scope of ordinary data backup.

(2) Tools, devices, and models made available to the Supplier or which have been manufactured for contractual purposes and are charged separately by the Supplier, remain our property or pass into our ownership. The Supplier has to identify them as our property, keep them in safe custody, protect them against any kind of damage, and use them exclusively for contractual purposes. Unless otherwise agreed, the contractual parties bear the costs for maintenance and repair in equal parts. If, however, these costs are due to defects of the objects manufactured by the Supplier or improper use on the part of the Supplier, its employees, or other vicarious agents, the Supplier shall bear the costs exclusively. The Supplier undertakes to immediately notify us of any and not only minor damages to these objects. At our request, the Supplier is obliged to return the objects in proper condition if they are no longer needed for performance of contracts concluded with us.

(3) Retention of title by the Supplier shall only be applicable if it refers to our obligations to pay for the products to which the Supplier retains the title. In particular, extended or prolonged retention of title is inadmissible.

(4) Should the Supplier process or transform parts provided by the Customer (reserved goods), this processing or transformation is performed for the Customer. If the reserved goods of the Customer are processed with goods not owned by the

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Customer, the latter becomes co-owner of the new object in relation of the value of the reserved goods provided by the Customer to the other processed goods at the time of processing. The above also applies if an object provided by the Customer is mixed inseparably with other objects not owned by the Customer. If after mixing the object of the Supplier is to be considered as main object, the Supplier undertakes to assign the co-ownership on a pro rata basis to the Customer. In any case, the Supplier maintains the sole ownership and / or the co-ownership of the Customer at its own expense.

VII. Insurances

Throughout the period of the contract including the period of warranty and guaranty, the Supplier has to take out a third party liability insurance policy to an extent as usual in the industry and to furnish proof of the insurance at the request of the Customer.

VIII. Transport and Packaging

(1) Unless otherwise agreed, performance / delivery within Germany shall be effected by the Contractor as defined in the latest applicable INCOTERMS - CIP (free destination).

(2) The goods are to be packed so as to prevent transport damages. At the request of the Customer, packing material is to be collected and taken back by the Supplier. The goods are to be insured to a reasonable extent against transport risks. Unless otherwise agreed, the Contractor bears the costs of packaging, collection, and transport insurance.

(3) If the Customer has to bear the shipping costs due to a special agreement, the Supplier has to select the most favourable type of transport unless the Customer expressly prescribed special transport conditions.

(4) In all order confirmations, shipping documents, and invoices, our purchase order numbers, the part number, supplied quantity, and delivery address are to be indicated. Should any of these information be missing and processing by us be delayed in the scope of our normal course of business, the time of payment shall be extended by the period of delay; the invoiced amount does not become due.

(5) Costs resulting from miscarriage of deliveries are to be borne by the Supplier if the latter performs the transport or is responsible for miscarriage.

IX. Passing of Risk and Delivery Time

(1) If the day on which the delivery has to be performed at latest can be determined, the Supplier is in default as from the end of this day without any reminder on our part being required.

(2) In case of default in delivery we are entitled to the legal claims without any limitation, including the right of rescission and the claim for damages instead of performance after lapse of a reasonable grace period without any results.

(3) Without our prior written consent, the Supplier is not authorised to perform partial deliveries.

(4) In case of delay in delivery and after prior written notification, we are entitled to claim from the Supplier a contractual penalty amounting to 0.5 %, maximum 5 %, of the respective order value for each week or part thereof of delay. The contractual penalty is to be set off against the damage caused by default to be compensated by the Supplier.

(5) In case of delivery of goods, the risk passes to the Customer only after hand-over of the goods to the Customer and / or in case of a work performance, the risk passes to the Customer only after acceptance of the work performance by the Customer.

X. Invoicing

(1) The prices indicated in the purchase order shall be deemed fixed prices including any discounts plus applicable VAT.

(2) Invoices indicating each individual purchase order are to be sent to the Customer after delivery or performance being effected. Purchase order numbers are to be indicated; all invoicing documents (part lists, work sheets, dimensions, etc.) are to be enclosed. The requirements of § 14 UStG [German Turnover Tax Law] shall be taken into account in any invoice. Original invoices must not be enclosed with the goods delivered.

(3) Issue of an invoice which does not sufficiently meet the aforementioned principles does not substantiate maturity of payment or delay in payment by the Customer.

XI. Payments / Assignments

(1) The Customer shall pay within a period of 14 business days less 3 % cash discount or within a period of 30 days net.

(2) The period of payment commences at the earliest after receipt and confirmation of the contractual performance and a proper invoice which can be checked according to No. X. In case of acceptance of premature deliveries, the period shall commence on the agreed date of delivery at the earliest.

(3) The Customer is entitled to the full setoff and retention rights. The Customer is authorised to transfer to third parties the claims resulting from the obligation without the Supplier's consent.

(4) Without the Customer's prior written consent, the Supplier is not authorised to transfer rights from the obligation beyond the field of application of § 354 HGB [German Commercial Code] to third parties.

XII. Warranty Claims

(1) In case of defects, we are entitled to the legal claims without any limits. The warranty period commences upon acceptance or handover.

(2) In case of commercial transactions, notification of defects regarding quality and quantity are given in due time if we notify the Supplier thereof within five business days as from receipt of the goods. Notification of hidden defects is given in due time if the Supplier is notified thereof within five business days as from detection of the defect. Should the inspection of performance require technical means (e.g. power, connections, peripheral equipment), the periods commence as soon as the technical means are available at the place of performance.

(3) The acceptance or approval of submitted samples or specimens shall not be deemed a waiver of any warranty claim.

(4) The Supplier ensures that in case of defective parts which are already defective when delivered or become defective during the warranty period the Supplier delivers new parts free place of use or reworks the defective parts as well as installs and commissions them at the discretion of the Customer. In case of resale of the delivered part, the Customer's claim also extends to the expenses, in particular transport, shipping, labour, and material costs, required for the purpose of rework towards the Customer's clients.

(5) If the Supplier does not eliminate the defects within a reasonable period, the Customer is entitled to legal rights. Granting of a grace period is not required in case of resale of the delivered item to third parties. In urgent cases or in case of default of the Supplier, the Customer may provide for replacement goods or eliminate the defects or have them eliminated at the expense and risk of the Supplier.

(6) As soon as the Supplier receives our written notice of defects, the limitation period regarding warranty claims is suspended until the Supplier refuses our claims or declares the defect to be eliminated or otherwise refuses to continue negotiations on our claims. In case of delivery of replacement and elimination of the defect, the warranty period for replaced and reworked parts recommences.

(7) In case of revocation, the Customer is entitled to continue to make use of the services of the Supplier free of charge until provision of suitable replacement. Costs

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relating to the revocation including costs of disassembly / elimination, transport and / or disposal shall be borne by the Supplier.

(8) Warranty claims of the Customer become statute-barred according to the legal regulations. In case of resale of the supplied item, the limitation period regarding warranty claims commences at the earliest two months after the date at which the Customer satisfies its client's claims resulting from the defects of the supplied item. The interruption of the limitation period ends at the latest 12 months after the end of the legal warranty period.

XIII. Product Liability

(1) The Supplier is responsible for all bodily injuries or property damages asserted by third parties which can be attributed to a faulty product delivered by the Supplier and the Supplier undertakes to exempt us from any liability resulting therefrom. If we have to perform a recall towards third parties due to a defective product delivered by the Supplier, the Supplier bears any costs relating to the recall. As an alternative, the Customer may claim that the Supplier exempts the Customer from third party claims as soon as the cause of claim can be found in the sphere of control and / or organisation of the Supplier and the Supplier itself is liable in external terms.

(2) The Supplier's liability for damages in case of a third party damage is excluded if the Customer restricted liability towards its clients effectively.

(3) The Supplier is liable for damage prevention measures by the Customer insofar as the Supplier is under a legal obligation to do so. The Supplier undertakes to mark its supplied items in a way that the products manufactured by it can be detected permanently.

(4) The Supplier performs quality assurance which is suitable regarding type and scope and according to state of the art and furnishes proof thereof at the Customer's request.

(5) Solely the Supplier is responsible for compliance with all legal provisions and regulations of the Employers' Liability Insurance Association. The Supplier is responsible for the fact that all products manufactured by it comply with these and all other regulations to be observed.

(6) If claims are asserted according to the aforementioned provisions, the Customer notifies the Supplier immediately of the reason and extent of the liability for damages and the Customer gives the Supplier the opportunity to examine and comment on the case. If possible, Customer and Supplier agree on the measures to be taken, in particular on composition negotiations with third parties.

(7) The Supplier undertakes to maintain at its expense a product liability insurance policy with a coverage of at least EUR 2,000,000.00 which does not have to cover the risk of recall, penalties, or similar damages unless otherwise agreed in an individual case. At our request, the Supplier will submit a copy of the liability insurance policy at any time.

XIV. Liability

The Supplier is liable towards us for all negligent violations of its duties according to legal provisions. This provision also applies to negligent violation of duties by its vicarious agents. In case of slight negligence, our own liability towards the Supplier is limited to the foreseeable, typical damage while expressly excluding consequential losses, such as lost profit. In case of grossly negligent / intentional violation of material contractual obligations as well as in case of bodily injuries, we are liable according to the legal provisions.

XVI. Right of Use and Property Rights

(1) The Supplier ensures that the products delivered by the Supplier do not violate any property rights of third parties in countries of the European Union or in other countries in which the Supplier manufactures products or has them manufactured. We are authorised to make unrestricted use of the contractual item including the underlying patents and other property rights also for resale. Our right of use also includes modifications of the contractual item and covers figures, drawings, calculations, analysis methods, recipes, and other works which are prepared and /

or developed by our contractual partner in the course of the preparation and / or performance of the contract. We are authorised to disclose these documents and information to third parties for the purpose of construction of replacement and spare parts.

(2) The Supplier undertakes to exempt us from any claims asserted by third parties towards us due to the violation of industrial property rights as mentioned in Sentence 1 and to reimburse all required expenses in connection with these claims. This claim is effective irrespective of a fault by the Supplier.

(3) Our further legal claims due to defects of title of the products delivered to us shall remain unaffected thereby.

XVI. Confidentiality

(1) The Supplier undertakes to keep strictly confidential the terms of the purchase order as well as any information and documents provided for this purpose (with the exception of information available or known to the public) for a period of two years after conclusion of the agreement and to use them exclusively for the execution of the purchase order. After preparation of enquiries or execution of purchase orders, the Supplier will return them immediately at our request.

(2) Without our prior written consent, the Supplier is neither allowed to make reference to the business relation in advertising material, brochures, etc. nor to exhibit items manufactured for the Customer.

(3) The Supplier undertakes to comply with all legal provisions on data protection including the written commitment of the Supplier's employees. The Supplier is responsible for any violation through its employees or another person assigned by the Supplier.

XVII. Prohibition of Competition

The Supplier shall not do any parallel business with our clients by circumventing us. This provision shall be applicable for a period of two years after termination of the contractual relation and / or after termination of the current business relation.

XVIII. Place of Performance, Place of Jurisdiction, Applicable Law, Severability

(1) Place of performance for both parties and exclusive place of jurisdiction for all disputes resulting from the contractual relation shall be Bremen / Germany.

(2) The agreements concluded between us and the Supplier are subject to the substantive law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention).

(3) Should a provision of these Purchasing Conditions be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The above provision also applies to a missing provision. In this case, the provision which conforms as closely as possible with the economic purpose shall be deemed agreed.

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