

# General Terms and Conditions of Purchase (GTCP) of S+P Samson GmbH

Version Date: June 2023

## § 1 Scope

1. These GTCP shall apply exclusively to all business transactions between S+P Samson GmbH (hereinafter referred to as S+P SAMSON) and the seller, supplier, contractor or service and work provider (hereinafter referred to as the Supplier) in addition to any other expressly agreed special contractual agreements. S+P SAMSON does not recognise deviating terms and conditions of the supplier unless S+P SAMSON expressly agrees to their validity. These GTCP shall also apply if S+P SAMSON accepts the delivery or service without reservation in the knowledge of deviating conditions.
2. The conclusion of a contract shall not fail due to conflicting GTC. Where conflicting GTCs correspond to each other, the concordantly regulated provisions shall apply. In addition, the provisions of these GTCP which are not contradicted by conflicting provisions of the Supplier's GTCP shall be deemed agreed. On the other hand, such provisions of the Supplier's GTC which do not correspond with the regulatory content of these GTC shall not become part of the contract. In all other cases, the dispositive law shall apply.
3. These GTCP shall also apply to all future contracts without any additional reference thereto being required. They shall apply until new GTCP are issued by S+P SAMSON.
4. These Terms and Conditions of Purchase shall only apply to entrepreneurs within the meaning of section 14 of the German Civil Code.
5. Side agreements and subsequent amendments to the contract must be made in writing.

## § 2 Formation of the Contract

1. Orders or delivery schedules from S+P SAMSON are binding if they are submitted in written or electronic form. Verbal or telephone orders are not binding and require confirmation in written or electronic form.
2. The Supplier shall confirm orders by means of an order confirmation with binding details of price, delivery time and the S+P SAMSON order number within 14 days of receipt of the order in written or electronic form. Where S+P SAMSON has waived the transmission of an order confirmation by means of an express written agreement with the Supplier, the Supplier is obliged to accept the order within 14 days of receipt of the order by fulfilling it without reservation. Delivery call-offs based on existing framework agreements shall become binding - unless otherwise agreed in the framework agreement - if the Supplier does not object in writing or electronically within one week after receipt of the delivery call-off.
3. The Supplier shall notify S+P SAMSON of obvious errors (e.g., spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion prior to acceptance; otherwise, the contract shall be deemed not concluded.
4. S+P SAMSON is entitled to revoke the order until receipt of the order confirmation or until the order's unconditional fulfilment.
5. An order confirmation by the Supplier differing in content from the order shall be deemed to be a new offer to conclude the contract, as shall order confirmations in which details of price or delivery time are given for the first time. This new offer to conclude the contract by the Supplier may be accepted by S+P SAMSON in writing or in electronic form.
6. The Supplier shall specifically highlight in its order confirmations any deviations from or additions to S+P SAMSON's orders as such.
7. The Supplier is not entitled to make changes to the order without S+P SAMSON's prior written consent.
8. Where this is reasonable for the Supplier and where it can be implemented by the Supplier within the framework of normal production and business operations without significant additional expense, S+P SAMSON is entitled to change the time and place of delivery as well as the type of packaging by giving written notice of at least 5 days before the agreed delivery date. The same applies to changes in product specifications and quantities. S+P SAMSON will reimburse the Supplier for the respective proven and reasonable additional costs incurred as a result of the change. The changes are to be regulated by mutual agreement. Any reservations about the changes requested by S+P SAMSON

must be communicated to S+P SAMSON without delay. Where no agreement can be reached, S+P SAMSON is entitled to withdraw; in this case the Supplier will receive an appropriate reimbursement of expenses.

9. S+P SAMSON will not grant any remuneration for visits or the preparation of offers, projects, samples etc. unless this has been expressly agreed in writing between S+P SAMSON and the Supplier.

10. Framework orders only authorise the procurement of input material to the necessary extent.

11. Parts for call-off orders can only be produced after receipt of the call-off.

## § 3 Prices, Invoices, Payment

1. Confirmed prices shall be deemed to be fixed prices. All ancillary costs, in particular costs for packaging and transport to the agreed destination as well as for customs duties, are already included in these prices.

2. A price stated in the order shall be deemed to be the maximum price. It may be undershot, but not exceeded. Unilateral price increases are not permitted. Value added tax shall be shown separately. Costs of packaging and insurance are included in the price.

3. The Supplier shall not charge S+P SAMSON higher prices or grant worse conditions than other comparable customers.

4. Invoices shall be transmitted electronically immediately after delivery. They must contain the order reference, order number and part number. If known, the ordering person or department and the intended application should be indicated.

Invoices which have not been properly submitted shall only be deemed to have been received by S+P SAMSON from the time of correction.

5. Unless otherwise agreed, payments shall be made by S+P SAMSON in euros at no cost to the Supplier's domestic bank account.

6. Payment shall be made when the invoice is due, the goods have been received complete and free of defects or the service has been rendered free of defects. This shall apply accordingly in the case of permissible partial deliveries. The period for payment shall commence on the date of delivery free of defects, the date of performance free of defects, the date of acceptance or the date on which the invoice is due, whichever is the later. Payment shall be made subject to invoice verification and proper performance of the contract.

7. Delays due to incorrect invoices do not affect agreed discount periods. In the event of a cash discount agreement, payment shall be made in accordance with the agreement, but at least within 14 days less 3% or within 30 days net from the date of invoice.

8. In the event of simple negligence, S+P SAMSON shall not be in default of payment. S+P SAMSON's obligation to pay compensation for damage caused by delay is limited to typically occurring losses.

9. Where advance payments are agreed, the Supplier shall, at S+P SAMSON's request, provide appropriate security, e.g., in the form of a guarantee from a German bank or insurance company, concurrently against performance and in the amount of the advance payment. In the event of a delay in delivery, default interest shall be deducted from the advance payment amount at a rate of 9 percentage points above the base interest rate in accordance with section 247 of the German Civil Code. The Supplier shall be at liberty to prove a lower damage. S+P SAMSON's assertion of loss caused by delay is not otherwise affected by this provision.

10. S+P SAMSON shall be entitled to withdraw from the contract if the Supplier's solvency deteriorates to an extent that endangers the performance of the contract or if the Supplier discontinues its deliveries or if insolvency proceedings are instituted against its assets. The right of withdrawal may also be exercised only partially.

11. The Supplier is not entitled to assign claims against S+P SAMSON to third parties or cause them to be collected by third parties without S+P SAMSON's consent. If the Supplier nevertheless assigns claims against S+P SAMSON to a third party without S+P SAMSON's consent, S+P SAMSON may make payment to both the Supplier and the third party with discharging effect.

12. S+P SAMSON shall be entitled to rights to refuse performance, rights of set-off and rights of retention to the extent

permitted by law. The Supplier shall only be entitled to rights of set-off and retention where the counterclaim on which the right to refuse performance, right of retention or right of set-off is based is undisputed or has been finally determined by a court of law, or concerns a counterclaim from the same contractual relationship.

#### **§ 4 Delivery**

1. The dates and deadlines stated in the order or call-off are binding. S+P SAMSON is not obliged to accept delivery before the expiry of the delivery date. Regarding deliveries, the receipt of the delivery at the agreed S+P SAMSON works or the place of receipt or use specified by S+P SAMSON is decisive for compliance with deadlines and dates. Regarding services, the timely and complete provision of the service is decisive. Regarding work services, the time of acceptance is decisive.

2. Unless expressly agreed otherwise, deliveries shall be made in accordance with the DDP (delivered duty paid) clause of Incoterms 2020 to the destination indicated by S+P SAMSON in the respective order or call-off. The Supplier shall bear the costs and the risk of accidental loss and accidental deterioration of the delivery items until the arrival of the delivery items at the named place of destination or until acceptance of the agreed service.

3. Partial deliveries and partial services are only permitted with S+P SAMSON's written consent. Remaining quantities shall be listed where agreed partial deliveries are made.

4. The Supplier shall immediately notify S+P SAMSON of any difficulties preventing it from delivering on time in the prescribed quantity or quality, stating the reasons and the expected duration of the delay, and shall obtain a decision on the maintenance of the order. It shall be liable for omitted or delayed notifications.

5. In the event of earlier delivery than agreed, S+P SAMSON reserves the right to return the goods at the Supplier's expense or to store them temporarily with third parties at the Supplier's expense. In the event of early delivery and in the absence of a return or storage with third parties, the goods shall be stored by S+P SAMSON until the delivery date at the Supplier's expense and risk. In the event of early delivery, S+P SAMSON reserves the right to make payment only on the agreed due date. In the event of earlier delivery, the discount period will be calculated from the date of the agreed delivery date or the date of receipt of the invoice by S+P SAMSON, whichever occurs last.

6. Where the Supplier is in default, S+P SAMSON is entitled, after issuing a reminder, to demand a contractual penalty of 0.2% and a maximum of 5%, of the respective order value for each commenced working day of default in delivery and to withdraw from the contract. S+P SAMSON reserves the right to assert higher losses. The Supplier is at liberty to prove lower losses. The contractual penalty paid shall be set off against any claims for damages. The right to claim payment of an agreed contractual penalty shall not be forfeited by the fact that the contractual penalty was not expressly reserved upon acceptance of the delayed delivery, provided that it is claimed by the time of final payment.

7. In the event of a delay in delivery by the Supplier, S+P SAMSON is entitled to make a covering purchase, where this is appropriate under the circumstances, in order to avert the threat of consequential loss caused by the delay. The additional costs incurred by S+P SAMSON as a result shall be borne by the Supplier.

8. In the event of a delay in delivery, S+P SAMSON shall otherwise be entitled to the statutory claims. Any exclusion or limitation of liability on the Supplier's part is excluded.

9. Where the Supplier repeatedly or permanently fails to meet the deadline, S+P SAMSON is entitled to withdraw from the contract or terminate it without notice. In the event of failure to meet a deadline not imputable to S+P SAMSON, S+P SAMSON is entitled to withdraw where the failure to meet the deadline is significant and the urgency of the delivery requires this due to its own deadline commitment. In the event of withdrawal, S+P SAMSON may retain partial deliveries in return for a credit note.

10. Where the Supplier is in default, it shall comply with a request by S+P SAMSON for express delivery (express or express goods, express messenger, express parcel, air freight, etc.) at its own expense.

11. A reminder or the setting of a deadline is not required if the delivery date has been agreed as "fixed" or if the Supplier declares that it will not be able to deliver even within the deadline.

12. The Supplier may only invoke the absence of necessary documents to be supplied by S+P SAMSON if it has sent a written reminder for the documents and has not received them within a reasonable period.

13. In the event of delayed acceptance, S+P SAMSON shall only be liable for claims for damages in the event of its own fault.

14. Each consignment shall be accompanied by a delivery note in duplicate showing all markings contained in the order, in particular the name of the orderer, order no., part no., batch no., item no. Partial and remaining deliveries are to be specially marked. The delivery note shall be attached to the outside of the delivery either under a sticker or under packing paper with the indication: "Delivery note here". In the case of import deliveries, all necessary accompanying documents, in particular movement certificates, express vouchers, customs transit notes, certificates of origin and invoices, must be enclosed with the consignment - depending on the type of dispatch and country of delivery.

15. If certificates of analysis or other manufacturing documents have been agreed for the goods to be delivered, these shall form an essential part of the delivery and shall be handed over to S+P SAMSON together with the delivered goods.

16. Where S+P SAMSON has not specified any specific packaging, the Supplier shall pack the goods in a manner customary in the trade. The Supplier shall be liable for losses and damage occurring during transport, including unloading, until acceptance at the place of destination. The Supplier must therefore take out adequate transport insurance for its deliveries at its own expense. S+P SAMSON reserves the right to return packaging to the Supplier.

17. Each delivery shall be notified to S+P SAMSON in advance. The notification shall contain information about the order number, number of pieces, dimensions, weight, special regulations for handling the goods, unloading, transport and storage. The Supplier shall be liable for delays, additional costs and losses caused by non-compliance with the shipping instructions.

18. The risk shall only pass upon delivery after unloading by the Supplier or the transport company to the shipping address specified by S+P SAMSON or upon acceptance. This also applies if S+P SAMSON personnel assist with unloading.

19. The ownership of the goods shall be transferred to S+P SAMSON unconditionally and without regard to the payment of the price. In any case, all forms of extended or prolonged retention of title are excluded, such that any retention of title effectively declared by the Supplier only applies until payment for the goods delivered to S+P SAMSON and for these.

20. Where the Supplier is active on S+P SAMSON's premises as part of the delivery or provision of services, it shall ensure that the deployed employee comply with all instructions, in particular the applicable occupational health and safety regulations and any other special instructions issued by S+P SAMSON.

#### **§ 5 Obligation to inspect and give notice of defects**

1. S+P SAMSON shall only inspect deliveries for obvious defects, i.e., quantity, identity and obvious transport and storage damage. S+P SAMSON is not obliged to carry out any further inspections on receipt of goods. A notice of defects is timely if transmitted within 10 working days of the discovery of the defect. In this respect, the Supplier waives the objection of a delayed notice of defect. In the case of through transactions, a complaint from the customer shall be remedied.

2. S+P SAMSON is not under any duty to inspect if acceptance has been agreed. Otherwise, the extent to which an inspection is feasible for S+P SAMSON in the ordinary course of business, taking into account the circumstances of the individual case, shall be decisive.

3. Defects or damage to the deliveries detected later in the ordinary course of business must also be notified to the Supplier within ten working days of detection. The Supplier also waives the objection of a delayed notification of defects in this respect.

4. In the event of a justified complaint, S+P SAMSON reserves the right to charge the Supplier for the costs of inspection and notification of defects. The Supplier shall bear the costs and risk of returning defective delivery items.

#### **§ 6 Supplier quality assurance**

1. The Supplier shall set up its manufacturing and testing processes in such a way that the delivery of defect-free products or the provision of defect-free services is guaranteed and the quality specifications agreed between S+P SAMSON and the Supplier are complied with. It is the Supplier's responsibility to ensure, in particular also by means of any preventive measures, compliance with the required condition and quality with regard to its delivery products or services in a permanent and reliable manner.

2. The Supplier is obliged to carry out quality control during production and to carry out an outgoing goods inspection and must accordingly check the quality of the deliveries and services comprehensively and reliably and document the corresponding tests with test results.

3. The Supplier shall ensure the traceability of its delivery products by means of corresponding markings to enable it reliably limit those products which could also be defective in the event of a delivery of defective products.

4. Without S+P SAMSON's prior written consent, the Supplier is not entitled to cause the delivery or performance it owes to be performed or rendered by third parties (e.g., subcontractors). An order transfer to third parties without S+P SAMSON's consent entitles S+P SAMSON to withdraw from the contract and to claim damages. The Supplier bears the procurement risk for its services, unless expressly otherwise agreed in individual cases.

5. Where the Supplier itself procures materials, products or services for the manufacture of the delivery products or the performance of the services as well as the corresponding quality assurance, the Supplier shall be responsible to S+P SAMSON for the quality of these deliveries and services. In relation to S+P SAMSON, it is the Supplier's responsibility to ensure compliance with the required condition and quality with regard to these pre-deliveries or pre-services, in particular also through any preventive measures.

6. The Supplier shall acquaint itself with the intended use of its products, services and work performances.

7. The Supplier shall mark its delivery items such that they are recognisable as its products.

8. The Supplier's services and work performances shall comply with accident prevention and occupational health and safety regulations as well as the generally recognised safety and occupational medical rules.

### **§ 7 Warranty**

1. The Supplier warrants and represents that the products delivered or services rendered by it are free from defects, meet the agreed quality, the required characteristics and other further subjective requirements stipulated by S+P SAMSON and confirmed by the Supplier, and are suitable for the purpose intended by S+P SAMSON and communicated to the Supplier. In addition, the products delivered or services rendered by the Supplier must also meet the objective requirements for the product delivered or service rendered, in particular, they must be suitable for normal use and, with regard to durability, functionality, compatibility and safety, possess a quality that is customary for deliveries and services of the same type and can be expected from S+P SAMSON.

2. Where the deliveries or services ordered are recognisably those with special requirements for the Supplier, the Supplier shall ensure that its deliveries or services made to S+P SAMSON comply with the relevant statutory provisions, guidelines and recognised rules in the respective applicable version.

3. Where there are doubts or ambiguities on the Supplier's part in relation to the specific requirements for the delivery product or the service, the Supplier shall contact S+P SAMSON immediately and to resolve the doubts or ambiguities.

4. The limitation period for claims for defects is 5 years, unless statutory provisions, such as sections 438(1)(2), 634a(1)(2) or 479 German Civil Code, provide for longer periods in S+P SAMSON's favour or unless expressly agreed otherwise. The warranty period begins with delivery to S+P SAMSON or provision of services to S+P SAMSON and acceptance.

5. Complaints entail additional expenditure. For this reason, S+P SAMSON reserves the right to charge a fixed sum of €100.00 for each justified complaint. The Supplier reserves the right to prove a lower expense and S+P SAMSON the right to prove a higher expense.

6. S+P SAMSON is entitled, at its discretion, to demand subsequent performance from the Supplier, to withdraw from the contract or to reduce the purchase price and to demand compensation for damages or reimbursement of wasted expenditure in accordance with statutory provisions. Within the scope of subsequent performance, S+P SAMSON is entitled to demand, at its discretion, the elimination of the defect or the delivery of a defect-free item. The Supplier shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, delivering a replacement or remedying the damage, in particular transport, travel, labour and material costs.

7. Where the Supplier does not remedy the defect or make a replacement delivery within a reasonable period of time set by S+P SAMSON or where the remediation of the defect is impossible or unsuccessful, S+P SAMSON is entitled to withdraw from the contract and demand compensation instead of performance. Where, due to particular urgency, it is no longer possible to notify the Supplier of the defect and the impending damage and to set the Supplier a deadline, even if a short one, for remedying the defect itself, S+P SAMSON is entitled to remedy the defect itself or cause

it to be remedied by third parties at the Supplier's expense.

8. Where there is a repeated defective delivery of the same goods, S+P SAMSON is also entitled to withdraw from the contract for the unfulfilled scope of delivery after a written warning in the event of repeated defective delivery.

9. Where the Supplier recognisably acts not only as a gesture of goodwill or to settle a dispute amicably, but in the knowledge that it is obliged to remedy the defect, taking into account in particular the scope, duration and costs of the remedying of the defect, the limitation period for parts subsequently delivered within the limitation periods shall recommence at the time when the Supplier has provided the services for subsequent performance or upon acceptance.

10. In all other respects, the statutory provisions shall apply in connection with the Supplier's warranty with respect to S+P SAMSON.

### **§ 8 Supplier recourse**

1. In addition to claims for defects, S+P SAMSON is entitled to its statutorily stipulated rights of recourse within a supply chain (supplier recourse according to sections 478, 479 of the German Civil Code) without restriction. In particular, S+P SAMSON is entitled to demand the exact type of subsequent performance (rectification of defects or replacement delivery) from the Contractor that S+P SAMSON owes its customer in the individual case. S+P SAMSON's statutory right of choice (section 439(1) of the German Civil Code) is not restricted thereby.

2. S+P SAMSON's claims arising from supplier recourse shall also apply if the goods have been further processed or reprocessed by S+P SAMSON or by other customers within the supply chain before being sold to a consumer or have been used in an overall product by being incorporated or combined with other products.

### **§ 9 Liability**

1. The liability between the parties shall be governed by statutory provisions, unless expressly provided otherwise in these GTCP. Any exclusion or limitation of liability on the Supplier's part is excluded.

2. Where a customer or other third party asserts a claim against S+P SAMSON for damages, the Supplier shall indemnify S+P SAMSON against such claims to the extent that the damage was caused by a defect in the product delivered by the Supplier or the service provided by the Supplier and the Supplier would be obliged to compensate S+P SAMSON for the damage in accordance with statutory terms and conditions.

3. Within the scope of its obligation to indemnify, the Supplier shall reimburse expenses in accordance with sections 683 and 670 of the German Civil Code, which arise from or in connection with a third-party claim, including product recalls undertaken by S+P SAMSON or by customers of S+P SAMSON. To the extent possible and reasonable, S+P SAMSON shall inform the Supplier of the content and scope of the recall measures, enable it to cooperate sufficiently and give it the opportunity to comment. Further statutory claims shall remain unaffected.

4. Where the Supplier is only active as a dealer or is not at fault for damage to S+P SAMSON solely because the damage is attributable to a defect in its own supplier product which was not recognisable to the Supplier, the Supplier shall not invoke an absence of fault against S+P SAMSON solely for these reasons in accordance with statutory provisions. In this respect, the Supplier bears full responsibility towards S+P SAMSON for the products delivered or work performed by it. In this context, it is the Supplier's responsibility to contractually secure any recourse claims against its own suppliers.

### **§ 10 Force Majeure**

1. In force majeure cases, S+P SAMSON shall be released from the corresponding obligation to fulfil the contractual obligations and from any liability for damages or any other contractual remedy for breach of contract in this connection from the time at which the impediment renders it impossible for S+P SAMSON to accept the goods or work performance or to accept the performance, provided that this is notified to the Supplier without delay. Where the notification is not effected immediately, the exemption shall take effect from the time when the notification is received by the Supplier. S+P SAMSON shall reimburse the Supplier for any services already rendered by the Supplier without delay.

2. "Force Majeure" means the occurrence of an event or circumstance which prevents S+P SAMSON from performing one or more of its obligations under the Contract if and to the extent that S+P SAMSON proves that: (a) such impediment is beyond its

reasonable control; and (b) it was not reasonably foreseeable at the time of entering into the contract; and (c) it could not reasonably have avoided or overcome the effects of the impediment.

Until proven otherwise, force majeure shall be presumed to exist in the following events:

- (i) war (declared or undeclared), hostilities, attack, acts of foreign enemies, large-scale military mobilisation;
- (ii) civil war, riot, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy;
- (iii) currency and trade restrictions, embargo, sanctions;
- (iv) lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation;
- (v) plague, epidemic, natural disaster or extreme natural event;
- (vi) explosion, fire, destruction of equipment, prolonged failure of transportation, telecommunications, information systems or power;
- (vii) general industrial unrest such as boycott, strike and lockout, slowdown, occupation of factories and buildings.

3. Where the effect of the asserted impediment or event is temporary, the consequences set out in clause 1 shall only apply for as long as the asserted impediment prevents S+P SAMSON from performing the contract.

4. Where the duration of the asserted impediment causes the contracting parties to be substantially deprived of what they could reasonably expect by virtue of the contract, both contracting parties shall be entitled to terminate the contract by notifying the other contracting party within a reasonable period of time. Unless otherwise agreed, the contracting parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 60 days.

5. S+P SAMSON is also entitled to the rights listed in § 10 to the extent that it was already in default of acceptance when these circumstances occurred.

#### **§ 11 Insurance cover**

1. The Supplier undertakes to take out and maintain business and product liability insurance with a sum insured of at least €5 million each for personal injury on the one hand and for damage to property and product assets on the other hand as well as general recall costs insurance with a sum insured of at least €1 million.

2. The scope of the product liability insurance must extend to the forms of cover of the so-called extended product liability insurance including the insurance of personal injury and property damage due to the lack of agreed properties of the delivery products pursuant to clause 4.1 of the German Insurance Association model terms and conditions - earliest version August 2008), combination, commingling and processing of the delivery products pursuant to clause 4.2 of the German Insurance Association model terms and conditions, further treatment and processing pursuant to clause 4.3 of the German Insurance Association model terms and conditions, removal and installation costs pursuant to clause 4.4 of the German Insurance Association model terms and conditions, scrap production by machines pursuant to clause 4.5 of the German Insurance Association model terms and conditions as well as an inspection and sorting costs clause pursuant to clause 4.6 of the German Insurance Association model terms and conditions.

3. The cover must also extend to damage abroad.

4. The Supplier shall submit the provisions on the modification of the inspection and complaint obligations pursuant to § 5 of these GTCP and on the extension of the statutory limitation period pursuant to § 7(4) of these GTCP as well as the provision on the indemnification pursuant to §9(2) and (3) of these GTCP to its business liability insurer as well as its product recall costs insurer for corresponding co-insurance and for confirmation of the lack of coverage.

5. The Supplier shall agree with its insurer on the co-insurance of the recall costs pursuant to § 9(3) of these GTCP in addition to its business and product liability insurance.

6. The Supplier shall provide S+P SAMSON with the insurer's confirmation regarding the aforementioned scope of cover (Certificate of Insurance) at the latest with the first delivery or service.

#### **§ 12 Confidentiality**

1. The contractual partners undertake to treat all aspects of the business relationship as confidential. In particular, they shall treat as business secrets all commercial and technical details which are not in the public domain and which become known to them through the business relationship. Information or aspects of the business relationship which were already publicly known at the time of disclosure as well as such information or aspects of the

business relationship which were already demonstrably known to the Supplier prior to S+P SAMSON's disclosure of the information shall not be subject to the duty of confidentiality.

2. S+P SAMSON reserves the property rights and copyrights to illustrations, drawings, calculations, samples, dummies, sketches, drafts, technical information and other documents. In particular, documents from S+P SAMSON communicated in writing or by e-mail may only be made available to those persons fulfilling S+P SAMSON's order. The Supplier shall ensure that its employees also protect S+P SAMSON's justified confidentiality interests.

3. The Supplier is obliged to maintain confidentiality even after the end of the business relationship. All items provided by S+P SAMSON shall be returned to S+P SAMSON following rejection or completion of the order.

4. Reproduction of the items, documents and other information provided to the Supplier is only permitted within the scope of operational requirements and copyright provisions.

5. All information concerning the business relationship with S+P SAMSON is not intended for third parties. Any disclosure, even partial, of S+P SAMSON's order to third parties may only be made with S+P SAMSON's prior written consent, and the Supplier shall also bind the third parties to confidentiality within the framework of a similar agreement.

6. The Supplier may only advertise the business relationship with S+P SAMSON with prior written consent.

7. The Supplier undertakes not to transact business directly or indirectly with S+P SAMSON's customers that corresponds to the subject matter of the order.

8. Products which correspond to S+P SAMSON's order and are not of general specification but are intended for a specific application may not be supplied to third parties.

#### **§ 13 Means of production, Retention of title**

1. All items and, in particular, means of production provided by S+P SAMSON, planned or paid for by S+P SAMSON, such as drawings, models, templates, data and tools, remain or become S+P SAMSON's property and any industrial property rights thereto are exclusively vested in S+P SAMSON. They may not be used for deliveries to third parties, reproduced, sold, transferred by way of security, pledged or passed on in any other way. The same shall apply to the delivery items manufactured with the aid of these means of production. The Supplier shall use the means of production exclusively for the manufacture of the contractual products ordered by S+P SAMSON.

2. Where items owned by S+P SAMSON are seized by third parties, the Supplier is obliged to inform S+P SAMSON of this in writing without delay. In the event of an attachment, the Supplier shall inform the enforcement entity of the ownership of the items.

3. The Supplier shall mark items owned by S+P SAMSON as such and shall insure them at replacement value at its own expense in a property insurance policy with the widest possible scope of cover (all-risk cover, extended cover). The Supplier assigns the claims for compensation from this insurance to S+P SAMSON. S+P SAMSON hereby accepts the assignment.

4. The Supplier shall carry out any necessary maintenance and inspection work on the items provided as well as all maintenance and repair work at its own expense and in good time. In the event of a reduction in value or loss, the Supplier shall provide compensation unless the Supplier is not responsible for the reduction in value or loss.

5. S+P SAMSON reserves ownership of the goods it provides. Contractually agreed processing or transformation by the Supplier shall be carried out for S+P SAMSON. Where the goods subject to retention of title are processed, combined or commingled with other items not belonging to S+P SAMSON, S+P SAMSON shall acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title to the other items at the time of processing, combination or commingling. Where processing, combining or commingling is carried out in such a way that the supplier's item is to be regarded as the main item, S+P SAMSON's transfer of co-ownership to the latter on a pro rata basis shall be deemed agreed. This provision also applies where S+P SAMSON refuses acceptance due to late or defective delivery or if S+P SAMSON can refrain from placing further orders. In such cases, the items provided are to be made available to S+P SAMSON at no cost. Offsetting is excluded.

6. Additional expenses due to material defects and dimensional deviations in the raw materials provided may only be charged to S+P SAMSON after prior written consent to these additional expenses.

7. The Supplier shall inspect the items provided for obvious

defects, such as identity, quantity and transport damage, when they are handed over and shall notify S+P SAMSON of any defects without delay. S+P SAMSON shall be notified immediately of any defects in the items provided that are discovered during processing.

8. Where the security interests to which S+P SAMSON is entitled exceed the purchase price of all goods subject to retention of title not yet paid for by more than 15%, S+P SAMSON will release a corresponding part of the security interests at the Supplier's request.

9. S+P SAMSON does not recognise any extension or prolongation of a reservation of title that goes beyond the Supplier's simple reservation of title to the unprocessed supplier product stored at S+P SAMSON, in particular after processing, combining or commingling with other goods as well as following the sale of the supplier product.

10. Items that S+P SAMSON provides to the Supplier remain S+P SAMSON's property and may not be used for other purposes or made accessible to third parties.

11. Items produced on S+P SAMSON's behalf shall become the its property. These may only be supplied to third parties with S+P SAMSON's express prior written consent.

#### **§ 14 Intellectual property rights**

1. The Supplier shall ensure that all deliveries and services are free of third-party property rights and, in particular, that no patents, licences and other third-party property rights are infringed by the delivery and use of the products.

2. The Supplier shall indemnify S+P SAMSON and its customers against claims by third parties arising from any infringements of property rights, where the Supplier is responsible for such infringements.

3. S+P SAMSON is entitled to obtain permission to use the products and services concerned from the entitled party at the Supplier's expense.

#### **§ 15 EU REACH regulation**

The Supplier shall ensure that all substances used that fall under the following regulations

1. REACH Regulation (EC) No 1907/2006 as amended
2. RoHS-10 Directive 2011/65/EU and (EU) 2015/863 as amended
3. Conflict Minerals (Dodd-Frank Act) / Regulation (EC) 2017/821
4. EC Packaging Directive 94/62/EC and 2004/12/EC
5. Requirements from Regulation (EU) 2019/1021 on Persistent Organic Pollutants (POPs)
6. EU Waste Framework Directive (SCIP)
7. US California Proposition 65
8. Montreal Protocol on Substances that Deplete the Ozone Layer
9. Polycyclic aromatic hydrocarbons (PAH) according to

AfPS GS 2019:01, category 2

10. US Toxic Substance Control Act 1976 (TSCA) are registered or approved by S+P SAMSON in accordance with these regulations and taking into account the contractual use of the substances. This also applies to suppliers outside the EU. At our request, the Supplier shall provide suitable evidence of compliance with this obligation.

#### **§ 16 Provision of data**

The Supplier warrants that it has complied with the obligations under the German Federal Data Protection Act and other data protection provisions when storing or processing personal data and addressing an addressee in advertising.

#### **§ 17 Place of jurisdiction, place of performance, applicable law**

1. The place of jurisdiction is, at S+P SAMSON's discretion, the court with jurisdiction over S+P SAMSON's place of business or the Supplier's place of jurisdiction.

2. The place of performance shall be the place to which the goods are to be delivered in accordance with the order. S+P SAMSON's registered office is the place of performance for payments.

3. The contractual relationships with S+P SAMSON and S+P SAMSON's customers shall be governed exclusively by the laws of the Federal Republic of Germany.

4. Where individual parts of these GTCP are invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall endeavour to replace the invalid clause with another clause which comes as closest to the economic purpose and legal meaning of the original wording and is in accordance with the relevant statutory regulation in this respect.

5. The language of the contract is German.

#### **§ 18 Contact details**

S+P Samson GmbH  
Industriestraße 32  
D-86438 Kissing

Fon: +49 (0) 8233 846 0  
Fax: +49 (0) 8233 846 299  
E-Mail: [info@sp-samson.com](mailto:info@sp-samson.com)  
<http://www.sp-samson.com>

Director:  
Karl Tochtermann

Register Court:  
Augsburg District Court  
Trade Register No.: HRB 19184

VAT ID No.: DE128244041