

General Purchasing and Order Conditions

Section 1 Scope of Validity

- (1) The application of these General Purchasing and Order Conditions shall be exclusive; any supplier terms that contradict or deviate from our Conditions shall not be recognised without our express written approval. Our General Purchasing and Order Conditions shall also apply if we accept a delivery from the supplier without reservation, being aware of said contradictory or deviating supplier terms.
- (2) Our General Purchasing and Order Conditions shall apply to all our future transactions with the supplier.
- (3) The provisions of these General Purchasing and Order Conditions shall apply to orders, tool agreements and framework agreements, as well as any other contractual agreements that require our contractual partners/suppliers to deliver goods/services to us. The provisions of these General Purchasing and Order Conditions shall apply mutatis mutandis.

Section 2 Quote, Quote Documentation and Manufacturing Tools

- (1) Unless otherwise agreed, our order shall have a decisive role in our contractual relationship with the supplier. Should the supplier refuse to accept our order or the conditions specified, the supplier shall be required to report this in writing within a period of 2 business days. Otherwise, we shall expect order confirmation within 2 business days after the order date.
- (2) We shall retain our property rights and copyright over all the figures, drawings, calculations and any other documents, as well as any tools, parts and materials that we transfer to the supplier to fulfill the order. Any materials that we provide to the supplier shall be exclusively handled and processed for our purposes; in this context, we shall be regarded as a manufacturer as defined by Section 950 of the German Civil Code (BGB). Should a combination or mixing of our materials with other objects result in a new object, we shall acquire coownership of this new object, to a degree proportional to the value of our materials. Said documentation and objects shall not be made available to third parties without our express written consent. They shall only be used for manufacturing goods ordered by us, and after the completion of the order in question, they shall be returned to us without special solicitation.
- (3) The supplier shall be required to keep all the information received from us as part of this business relationship in strict confidence, and not to disclose such information or make it available to third parties without our written consent. The confidentiality obligation shall remain in effect after the end of our business relationship. If necessary, any other provisions pertaining to data protection shall be regulated by separate agreements.

Section 3 Order

- (1) The supplier shall specify the order number, the order item, the item number, the item name and quantity on all the written documents pertaining to an order. The packing list shall additionally specify the weight; the invoices shall include the price plus the freight costs and any additional fees, and, if available, the VAT identification number. The invoices shall be sent as PDF files to accounting@kemper.eu.
- (2) The supplier shall be required to provide the following foreign trade data: Customs tariff number and country of origin. Once a year, a long-term supplier declaration in accordance with EEC Regulation 1207/2001 must be submitted; upon request, the following documents shall also be submitted: Certificates of origin and/or proofs of preference.

Section 4 Prices and Payment Terms

- (1) The price specified in the order is binding. Unless otherwise agreed in writing, the price shall include free shipping and packaging. We shall only be obligated to return the packaging subject to a special written agreement.
- (2) Price increases within existing contracts are excluded.
- (3) Unless otherwise agreed, we shall settle invoices within 14 days after the receipt of the goods and the invoice in question with a 3% discount, or otherwise, within 60 days after the receipt of the goods and the invoice. The payment term shall begin upon receipt of the invoice, but no earlier than the receipt of the goods.
- (4) Should the delivery be defective, we shall have the right to withhold payment until due fulfillment of the order, without any loss of discounts, allowances and any other similar payment benefits.
- (5) We shall retain the full legal scope of our offset and retention rights.
- (6) The supplier shall not have the right to transfer any claims against us arising from deliveries and/or services to third parties. Any transfer that violates this provision shall be invalid.

Section 5 Delivery Time and Quantity

- (1) The delivery time specified in our order is binding. Should circumstances prevent the delivery of the goods/services in due time, or should the imminent occurrence of such circumstances become known to the supplier, the supplier shall immediately inform us of these by phone or in writing.
- (2) Should the supplier cause a delay, we shall have the right to claim default damages with a fixed amount of 5% of the value of the delivered goods/services per full week

overdue, but no more than a total of 25% of the value of the delivered goods/services; any other legal claims shall remain unaffected by this. Both we and the supplier shall have the right to demonstrate that the delay caused lower or higher amounts in damages. In the latter case, we shall have the right to claim a higher amount in damages.

- (3) No partial performance shall be allowed to the supplier. The delivery quantities we order shall be strictly observed; any amounts that are higher or lower than ordered may only be permissible subject to approval given in writing or by phone.
- (4) The supplier shall notify us immediately of the discontinuation of delivery items, but no less than 6 months in advance.

Section 6 Transfer of Risk

Unless otherwise agreed, the provision of services/goods shall be made DAP; the risk shall be transferred to us only upon transfer of the delivery items to us. Otherwise, Incoterms 2010 shall apply, as agreed.

Section 7 Complaints

We shall carry out an incoming goods inspection only for visible external (transport) damage, and for externally recognisable deviation in the nature and quantity of the goods. We shall immediately submit complaints about such defects upon delivery. Otherwise, we shall immediately report any defects as soon as these are found as part of ordinary business processes.

Section 8 Third-Party Rights

The supplier shall guarantee that no third parties have any rights to the delivered goods/services, and that the goods can be used or resold without violating the rights of third parties. Should a third party enforce rights, especially industrial property rights, with respect to the delivered goods/services, the supplier shall fully support us in the event of a potential legal defence, and shall provide us with all the necessary documents.

Section 9 Environmental, REACH and RoHS Requirements

- (1) The Supplier undertakes to comply with all applicable environmental regulations as well as the provisions of Regulation (EC) No. 1907/2006 (REACH) and Directive 2011/65/EU (RoHS), in each case as amended from time to time.
- (2) Within the scope of the REACH Regulation (EC) No. 1907/2006, the Supplier specifically assures:
 - not to supply any substances, mixtures or articles, or articles containing substances, that do not meet the restriction conditions for the contractually intended use as set out in Annex XVII of the REACH Regulation, or that are listed in Annex XIV of the REACH Regulation;
 - that all substances subject to registration, where applicable, have been duly registered if they are manufactured or imported by the Supplier;
 - that candidate substances (SVHC) pursuant to Article 59(1) REACH may be present in delivered articles; however, the Supplier is obliged to declare all SVHC with a concentration > 0.1 percent by weight (w/w) per article proactively and in full in accordance with Article 33 REACH;
 - that the Supplier will inform us in writing without delay as soon as it becomes aware that an article supplied by it contains substances newly added to the Candidate List or that will be subject to authorization in the future.
- (3) Within the scope of the RoHS Directive 2011/65/EU, the Supplier warrants that all delivered products comply with the restrictions on hazardous substances as set out in Annex II of the Directive. Upon request, the Supplier shall explain how it has reached its conclusions.
- (4) The Supplier shall be liable for all damages that arise for us from non-compliance with the above obligations. Furthermore, the Supplier undertakes to inform us without delay of any changes of which it becomes aware that could impair compliance with the REACH or RoHS requirements.
- (5) The Supplier shall ensure that its sub-suppliers also fulfill the aforementioned obligations and that compliance is ensured by appropriate measures. This includes, in particular, ensuring complete transparency along the entire supply chain as well as the timely and comprehensive forwarding of all relevant information on substances of very high concern (SVHC) in accordance with the REACH Regulation.

Section 10 Warranty

- (1) The supplier shall expressly guarantee that the delivered goods/services provided comply with the specifications indicated in our order and the requirements known to the supplier; the supplier shall specifically guarantee the compliance of the goods/services provided with the applicable legal and professional association provisions for accident prevention. The supplier shall be liable for observing these regulations.

- (2) CE standards shall apply according to EC Regulation No 765/2008.

- (3) We shall be entitled to legal warranty rights without limitation. Should a rectification in the form of a replacement delivery or elimination of defects by the supplier not be feasible or acceptable to us, we shall be authorised to carry out the rectification using our own means, without prior notification or setting a deadline. The resulting costs shall be borne by the supplier.
- (4) The warranty period shall be two years, in accordance with Section 438(1)(3) and 438(2) of the German Civil Code (BGB).

Section 11 Product Liability, Indemnity and Insurance Protection

- (1) Should the supplier be liable for damages caused by the goods, the supplier shall be required to indemnify us for any damage compensation claims by third parties on our first demand; the supplier shall be deemed as the cause of the damage in their territory or organisational area, assuming liability in relations with third parties. This shall particularly apply to such claims that are raised against us pursuant to the German Act on Liability for Defective Products, or similar domestic or international legal provisions.
- (2) In this context, the supplier shall also be required to compensate any possible expenses that we may incur in relation to carrying out a recall, in accordance with Sections 683 and 670 of German Civil Code (BGB). We shall communicate—whenever possible and reasonable—the content and the scope of such a recall to the supplier, and provide the supplier with an opportunity to make a statement regarding the matter.
- (3) The supplier shall undertake to maintain product liability insurance that also covers the costs of recalls, with a coverage amount of EUR 5,000,000.00 per personal injury/property damage claim; should we be entitled to any additional damage compensation claims, these shall remain unaffected.

Section 12 Minimum Wage

- (1) As part of our service or production orders within Germany, the supplier shall be required to comply with the provisions of the German Minimum Wage Act (the 'Act to Regulate the General Minimum Wage' of 11 August 2014, in its currently effective version). For the fulfilment of said orders, the supplier shall not assign any subcontractors or providers whose compliance with the German Minimum Wage Act has not been verified with due care by the supplier. Other subcontractors or providers, or subcontractor chains, shall not be approved. In the event of an official review, the supplier shall undertake to provide all the necessary evidence for their compliance and that of their subcontractors/providers/subcontractor chain with the German Minimum Wage Act.
- (2) Should there be a breach of the duty specified in the above paragraph, we shall have a right to extraordinary termination.
- (3) Should we become subject to claims by the supplier's employees, or the employees of the subcontractors/providers hired for the fulfilment of our order by the supplier, pursuant to Section 13 of the German Minimum Wage Act (MiLoG) in conjunction with Section 14 of the German Posting of Workers Act (AentG), the supplier shall undertake to indemnify us for any such claims within the full scope specified in Section 14 of the AentG, in the event that the provisions of the German Minimum Wage Act or the obligations specified in Paragraph 1 are breached. The supplier's obligation to provide indemnity shall also remain, if and insofar as such a breach of the German Minimum Wage Act or the obligation specified in Paragraph 1 by the supplier causes damage to us in any other way.

Section 13 Data protection Declaration

We refer to our Data Protection Declaration available on our website at <https://www.kemper.eu/en/general-data-protection-regulation>.

Section 14 Place of Fulfilment, Applicable Law and Court of Jurisdiction

- (1) Unless otherwise agreed, the place of fulfilment for all of the mutual obligations arising from our orders shall be our company location in Vreden.
- (2) The law of the Federal Republic of Germany shall apply for all business relationships with us. The applicability of CISG (the UN Sales Law) is excluded.
- (3) If the supplier is a merchant, the court of jurisdiction shall be the court for the location of our company. However, we shall have the right to file action against the supplier at their general court of jurisdiction.

Section 15 Severability Clause

Should a provision of these General Purchasing Conditions become invalid, this shall not affect the validity of the other provisions. Should a provision be rendered invalid or unenforceable, it shall be replaced with a new valid provision that is as close as possible to said invalid or unenforceable provision in terms of its legal and economic intent.