

General Conditions of Purchase of IVT Installations- und Verbindungstechnik GmbH & Co. KG („IVT“)

I. Scope

(1) The present General Conditions of Purchase (“Conditions of Purchase”) apply to all business transactions with business partners and suppliers of IVT (“Supplier”) concerning the delivery of movable property (“Goods” or “Product(s)”) and/or services, regardless of whether a Supplier directly provides these Goods and/or services or purchases them from third parties. These Conditions of Purchase apply only if the Supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a public law entity or a special fund under public law.

(2) These Conditions of Purchase, as in effect at any given time, shall apply as framework agreement to any future contracts on the sale and/or the delivery of movable property and/or services with the same. The latest version of these Conditions of Purchase can be accessed at www.ivt-group.com.

(3) The present Conditions of Purchase shall apply exclusively. Any conflicting, diverging or supplementary general terms and conditions of the Supplier are excluded, unless the extent of their incorporation into a contract is expressly defined and agreed to by IVT in writing. This reservation of consent shall apply even if IVT accepts deliveries from the Supplier without reservation while being aware of the Supplier's general terms and conditions.

(4) Separate, individual agreements concluded with the Supplier (including any supplements, changes and amendments) shall take precedence over the provisions in these Conditions of Purchase. However, these individual agreements require written form and/or IVT's written confirmation to be effective.

(5) Any legally relevant representations and notices to be made to IVT by the Supplier after conclusion of a contract (incl. deadlines, reminders, rescission of a contract) need to be made in writing to be effective.

(6) References to statutory provisions are for clarification purposes only. Even without such references, legal regulations and statutory provisions generally apply without limitation unless they are expressly changed or excluded in these Conditions of Purchase.

II. Conclusion of a contract

(1) Orders by IVT may not be considered placed unless submitted or confirmed in writing. Any deliveries made without written order will not be accepted. Orders placed via EDI or comparable digital ordering systems shall be deemed the same as a written order or written order confirmation. IVT's failure to respond to offers, inquiries or other declarations of the Supplier may only be deemed consent if this has been expressly agreed in writing in advance. The Supplier shall point out obvious mistakes (e.g. typing or calculation errors) and/or incomplete orders or missing order documents to IVT without delay so they can be revised or completed. Otherwise, the contract shall not take effect.

(2) A written order confirmation by the Supplier is generally not required by IVT, unless the Supplier needs to change the order in terms of quantities, prices or delivery dates. However, if expressly requested by IVT, the Supplier shall confirm the order in writing within a period of one (1) week or process the order without reservation and without delay.

(3) Any delayed or changed order acceptance shall be deemed a new offer requiring acceptance by IVT. The same shall apply to any acceptance of an extended or limited or otherwise changed order.

(4) The Supplier shall provide all offers, designs, drafts and samples free of charge. At IVT's request, the Supplier shall take these back at their own expense and without delay.

III. Delivery times and delays in delivery

(1) The delivery date given by IVT in the order is binding. In the event the Supplier can reasonably foresee that the agreed delivery times cannot be met, the Supplier shall notify IVT in writing without delay of the reasons for and the length of the expected delay. Before the agreed delivery date, partial deliveries or early deliveries may only be made with the prior written consent of IVT.

(2) Should the Supplier fail to render the agreed performance or fail to do so within the agreed delivery time, or should the Supplier default on the delivery, IVT's rights—including, but not limited to, the right to rescind the contract and the right to claim damages—shall be subject to statutory requirements. This provision shall apply without prejudice to the provisions in paragraph 3.

(3) In the event the Supplier defaults on a delivery, IVT may claim a contractual penalty in the amount of EUR 50 per delayed sales order item. IVT may claim this contractual penalty in addition to the actual performance of the contract as minimum damages in accordance with statutory requirements; IVT reserves the right to claim additional damages. In the event IVT accepts the delayed performance, the contractual penalty will be claimed upon final payment at the latest.

(4) IVT will continue to claim full delivery, unless the Supplier fully compensates IVT for the delivery at IVT's request. Acceptance of the delayed delivery shall not be construed as a waiver of any damages or contractual penalty claims.

IV. Delivery, packaging, transfer of risk, delays in acceptance

(1) Unless agreed otherwise in individual cases, all deliveries shall be made free of charge (DDP *named place of destination* acc. to INCOTERMS 2020) to the destination named in the order. Unless agreed otherwise, all deliveries shall be made to IVT's head office in Germany, 91189 Rohr, Gewerbering Nord 5, if no place of destination has been named in the order. The place of destination is also the place of performance.

(2) The Supplier shall pay attention to the sustainability of the packaging materials used and to packaging methods that are as environmentally friendly as possible. In particular, the packaging material used shall be minimized and renewable and/or recycled raw materials shall be used preferentially. The packaging shall be designed for reuse and/or recycling. Furthermore, the Supplier shall comply with all relevant legal requirements regarding sustainability and disposal.

(3) In the event the Supplier or one of its legal representatives willfully or negligently fails to observe the provisions of IVT's suppliers' guideline, IVT may claim a flat processing fee of EUR 100 per delivery. IVT may also charge the Supplier for any reworking costs and/or other expenses incurred in connection with the Supplier's provable failure to observe IVT's suppliers guideline. IVT reserves the right to claim additional damages.

(4) The risk of accidental loss of or accidental damage to the Goods or services passes to IVT when the Goods or services are delivered at the place of performance. In case acceptance of the Goods or services is agreed, the risk passes upon acceptance.

(5) Default of acceptance on the part of IVT is subject to statutory requirements. The Supplier has to expressly offer performance to IVT even if a certain time period has been or is to be agreed for an action or involvement of IVT. If IVT is in default of acceptance, the Supplier may claim compensation for any additional costs incurred in accordance with statutory requirements.

V. Duties to inform, subcontractors

(1) The Supplier shall inform IVT in writing of any changes to manufacturing processes, changes in materials or upstream deliveries of parts for Products or services, changes in manufacturing locations as well as of changes to processes or facilities for the testing of parts or any other quality assurance measures in good time. IVT may examine whether the above changes could have a negative effect on the Product. Upon request, the Supplier shall provide all documents required for such an examination and allow for audits to reasonable extent.

(2) IVT must be notified in writing of the use of subcontractors, freelance staff, upstream suppliers and other third parties ("authorized agents") who are no actual employees of the Supplier in the provision of the agreed Goods or services. The Supplier shall ensure in its contractual relationships with authorized agents that all Goods and services are provided fully and in due form, the due and timely provision of Goods and services can be monitored through appropriate documentation as well as regular audits by IVT and that all obligations arising under the contract with IVT also apply to the contractual relationship with the authorized agent.

(3) Authorized agents shall be considered legal representatives of the Supplier within the meaning of the German Civil Code. Losses, delays, interruptions, insufficient performance or any other defects or errors in the deliveries and services of the authorized agents, regardless of the cause of these losses, shall not release the Supplier from its obligations under the contract concluded with IVT.

(4) In the event the Supplier or one of its authorized agents has to provide services on the premises of IVT, the Supplier shall ensure the Supplier's personnel or its authorized agents have signed the external company agreement presented by IVT before provision of the services and that this external company agreement as well as all other provisions contained in IVT's plant regulations are observed fully by the persons concerned.

VI. Prices, invoices, payment terms, set-off and retention

(1) The price shown in the order is binding. All prices are exclusive of VAT even if VAT is not shown separately. This also applies to any additional services performed by the Supplier.

(2) Unless otherwise agreed in individual cases, the price shall include all services and additional services provided by the Supplier as well as all incidental expenses (e.g. appropriate packing, customs duties, import charges, transport costs including any transport and liability insurances).

(3) The electronic invoice shall be submitted to IVT including the invoice number, order number, quantity, price and other order details (including, but not limited to, the IVT article numbers). Invoices shall be sent separately from Goods deliveries. Any deliveries from territories outside the EU's customs area must include a copy of the invoice or a pro forma invoice.

(4) Payments shall be made in accordance with the agreed payment terms. Payments by bank transfer shall be considered made in due time provided the transfer order by IVT is received by IVT's bank before expiry of the payment term. IVT may not be held responsible for delays caused by the banks involved in the payment process. Payments are only made after receipt of a proper and correct invoice.

(5) IVT does not accept any liability for late payment interest within the meaning of Section 353 of the German Commercial Code (HGB). Any late payment interest charged may be five (5) percentage points above the base rate per annum. Any payment delays on the part of IVT are subject to statutory requirements. Without prejudice to the above provision, a written reminder by the Supplier is always required before IVT may be considered in default.

(6) IVT may exercise its legal rights of set-off and retention as well as the right to refuse consideration in accordance with Section 320 BGB if the Supplier fails to render the agreed performance. IVT's rights include, but are not limited to, the right to refuse payment, provided IVT still has outstanding claims against the Supplier resulting from incomplete or defective Goods or services.

(7) The Supplier may only set off claims or exercise rights of retention to the extent its claims or rights are uncontested or finally adjudicated and no longer subject to appeal or review.

VII. Transfer of title and provision of materials

(1) Title to the Goods shall pass to IVT upon delivery regardless of whether the price has already been paid. However, in the event IVT accepts an offer of the Supplier subject to full payment of the agreed price in individual cases, title to the Goods shall pass upon full payment of the Goods delivered. Any extended reservation of title on the part of the Supplier is hereby excluded.

(2) The Supplier processes, blends or combines materials provided by IVT on behalf of IVT. Both parties agree that IVT acquires joint ownership of the new Products created proportionate to the value of the materials provided by IVT compared to the total value of the new Products. The Supplier shall store these new Products for IVT until delivery.

VIII. Confidentiality, documentation, and references

(1) The Supplier shall not disclose to third parties any commercial or technical information provided or made accessible by IVT, to the extent this information is not already publicly known. This information shall only be provided to persons required for the performance of deliveries to IVT in the course of its own business operations, provided these persons are also subject to similar non-disclosure obligations.

(2) IVT reserves all property rights and copyrights in and to all documents and other resources made available to the Supplier for the execution of an order placed by IVT including, without limitation, drawings, illustrations, designs, calculations, descriptions, plans, models, samples, technical specifications, data storage media, other documents, tools, parts and materials. All of the above documents and resources may only be used for the performance of the agreed contract. Any works or Products created on the basis of documents and resources provided by IVT may not be used by the Supplier nor offered or delivered to third parties. Confidential information that was made accessible to the Supplier by IVT shall be returned to IVT or destroyed upon performance of the contract. This obligation shall not apply to any routine data backups created by electronic communication systems. This obligation shall further not apply to any confidential information and copies thereof that the Supplier is legally obliged to retain.

(3) Any technical documentation, drawings, diagrams, tables, charts, photographs, layout templates and other documentation—be it on data storage mediums, printed copies or printing materials—as well as all samples, tools, materials and other operating resources provided by the Supplier shall become property of IVT upon provision by the Supplier. To the extent legally permissible, IVT shall further receive all property rights and rights of use and exploitation in all aforementioned copyrightable works. The transfer of the above rights does not require any separate remuneration by IVT; it is fully covered by the prices given in the orders.

(4) Without IVT's express prior written consent, the Supplier may not use the business relationship between the Supplier and IVT as a reference in any form whatsoever.

IX. Defective deliveries

(1) Unless otherwise provided below, the rights of IVT in the event of material and/or legal defects and/or other breaches of duty by the Supplier are subject to statutory requirements.

(2) In accordance with statutory requirements, the Supplier's liability shall include, without limitation, the assurance that the Goods have the agreed quality at the passing of risk to IVT. The descriptions which have been incorporated into an individual contract—for instance by designation or reference thereto in IVT's order—and therefore constitute part of the subject matter of this contract shall be deemed the agreed nature and quality of the Goods. Within the meaning of the above provision, it does not matter whether the description has been provided by IVT or by the Supplier.

(3) The Supplier guarantees that the Goods do not violate the property rights of third parties. The Supplier is obliged to conduct appropriate research for conflicting industrial property rights at the Supplier's own expense and to inform IVT of the results of this research.

(4) Notwithstanding the provisions in Sec. 442, para. 1, sentence 2, BGB, IVT shall be entitled to claims for defects without limitation even if IVT did not become aware of the defect upon conclusion of the contract due to gross negligence.

(5) The legal obligation to examine Goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 HGB) with the following exception: IVT's obligation to check Goods upon delivery shall be restricted to defects that can be detected by IVT's incoming goods inspections by means of visual checks including the delivery documents and by random checks of IVT's quality assurance personnel (e.g. damage in transit, wrong or short deliveries). In case acceptance has been agreed, IVT shall not be obliged to check the Goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case. The foregoing provision does not affect the obligation to notify Supplier of defects discovered at a later time. In all cases, a complaint by IVT (notice of defects) shall be considered to have been made in due time and without delay if the Supplier receives this notice within 10 calendar days upon the discovery of such defects. The Supplier's inspections of outgoing Goods shall be aligned to the reduced inspections of incoming Goods carried out by IVT.

(6) The Supplier shall bear all inspection and rectification costs even if it is discovered that the Goods in question were not defective. The above provisions shall not limit IVT's liability to provide compensation for losses caused by unjustified claims for the rectification of defects. However, IVT shall only be liable if IVT was aware of the fact that the Goods in question were not defective or was negligent in failing to recognize the absence of any defects.

(7) IVT's obligation to provide defective Products for inspection to the Supplier is limited to a random sample defined by IVT. The notified defect must be understandable on the basis of this random sample. The random sample must further be proportionate to the type of defect, the importance of the individual case as well as the effort involved in supplying defective Products in the field. The Supplier has no right of retention.

(8) In the event the Supplier does not fulfill its obligation to provide a remedy (either by rectifying the defect or by delivering a non-defective Product as chosen by IVT) within a reasonable period determined by IVT, the latter may rectify the defect itself and claim compensation for the expenses and/or an advance payment from the Supplier. In case the Supplier's remedial measures were not successful or would impose an unreasonable burden on IVT (e.g. due to special urgency, operational safety hazards or the potential of excessive damage) no grace period needs to be determined. IVT shall notify the Supplier without delay, if possible, in advance.

(9) In the event the Supplier provides a replacement delivery as a remedial measure, the replacement Goods will again be subject to the original limitation period, which shall commence upon delivery of the replacement Goods, unless the Supplier expressly and effectively declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the Supplier relationship.

(10) In all other respects, IVT may reduce the purchase price or rescind the contract in accordance with statutory requirements in case of material or legal defects. IVT may further claim damages and the reimbursement of expenses in accordance with statutory requirements.

(11) In the event IVT discovers a defect in a Product delivered by the Supplier or a defect is discovered as a result of a justified customer complaint at a later time and the Product has to be returned and/or blocked by IVT for this reason, the Supplier shall pay a flat handling fee in the amount of EUR 100 to IVT. This handling fee may not be offset against any resulting claims for damages. IVT may collect defective items, including, but not limited to, bulk items, and return them to the Supplier in larger shipping units. The Supplier shall pay a handling fee of EUR 100 for each return shipment of defective Products. In this case the Supplier shall bear all rectification costs and other expenses incurred by IVT.

X. Exclusivity

(1) Any Products marked with the IVT brand (e.g. IVT, ASSY, Master) or with an external brand commissioned by IVT (customer-specific private label) may not be sold to third parties. In the event these Products have been returned by IVT or not accepted by IVT on the basis of a justified complaint, the Supplier shall destroy these Products and document their destruction accordingly for IVT.

(2) The Supplier shall be subject to a contractual penalty for each violation of the provision in paragraph 1.

(3) The contractual penalty for violations of the provision in paragraph 1 shall amount to twice the value of the Goods, but no less than EUR 15,000.

(4) The further assertion of damages, in particular due to legal claims by IVT, remains unaffected.

XI. Supplier recourse

(1) IVT may seek legal recourse within a supply chain (Supplier recourse in accordance with Secs. 478, 445a, 445b BGB) in addition to any claim made by IVT based on any defect in the quality or condition of the Goods without restrictions. IVT's right of recourse includes, but is not limited to, demanding exactly the same remedy (repairs or replacement deliveries) from the Supplier that IVT has to provide to its customer in the case in question. However, the above provision does not in any way limit IVT's right to choose an appropriate remedy (Sec. 439, para. 1, BGB).

(2) Before IVT recognizes or settles a claim for defects made by a customer (including reimbursement of expenses in accordance with Secs. 478, para. 3, and 439, para. 2, para. 3 BGB), IVT shall notify the Supplier, provide a brief description of the matter and request a written statement from the Supplier. If this statement is not provided within a reasonable period of time and no amicable solution can be found, the compensation which was actually provided by IVT shall be deemed owed to the IVT customer. In such a case, the Supplier retains the right to provide proof to the contrary.

XII. Product liability and compulsory insurance

(1) The Supplier shall indemnify IVT against any product liability claims made against IVT to the extent the damage incurred is the result of a defect of the Goods delivered by the Supplier. This provision shall also apply to any liability claims resulting from fault or negligence on the part of the Supplier. To the extent the cause of the damage falls under the responsibility of the Supplier, it is the Supplier's responsibility to establish that it is not liable.

(2) Under the above indemnification provision, the Supplier shall bear all costs and expenses incurred by IVT in connection with claims made by third parties including any recall campaigns conducted by IVT.

IVT shall notify the Supplier in advance of any recall measures, make sure Supplier can assist in the recall and coordinate the efficient execution of the recall with the Supplier. However, this is not necessary if the notification and involvement of the Supplier is impossible due to the urgency of a recall.

(3) Further, the Supplier shall be liable for any damage incurred by IVT as a result of reasonable precautions to limit any claims under non-contractual liability which fall under the responsibility of the Supplier (e.g. public advertisements).

(4) The above provisions shall apply without prejudice to any further legal claims by the parties.

(5) For the duration of the contractual relationship with IVT, the Supplier shall maintain a sufficient product liability insurance policy at its own expense. Upon request, the Supplier shall provide the corresponding proof of insurance to IVT.

XIII. Cartel damages

If a final and legally enforceable decision of a court or an authority shows that the Supplier was involved in an agreement infringing antitrust laws or concerted practices regarding the setting of prices or terms and conditions, the limiting of production or sales or the allocation of markets or customer groups, which relate to the Goods or services purchased by IVT, the Supplier shall pay flat damages of 10 % of the net invoice amount to IVT, insofar as the Supplier fails to demonstrate in each individual case that no losses, or significantly lower losses have been incurred by IVT. IVT reserves the right to claim further damages in individual cases that exceed the flat damages agreed above. All other contractual or statutory claims and rights of IVT shall remain unaffected.

XIV. Limitation periods

(1) Unless agreed otherwise in the provisions of this section, the parties' claims shall be subject to the statutory limitation periods.

(2) Notwithstanding the provisions in Section 438, paragraph 1, number 3, BGB, the standard limitation period for claims for defects shall be three years from the passing of risk. This three-year limitation period shall also apply mutatis mutandis to claims based on legal defects, without prejudice to the statutory limitation period governing third parties' proprietary claims for the return of property (Section 438, paragraph 1, number 1, BGB); claims based on legal defects shall not become statute-barred as long as third parties can still make claims against IVT based on a legal defect.

(3) The limitation periods specified in the German sale of goods laws including the above extensions shall apply to all contractual claims based on defects to the extent legally permissible. Any non-contractual claims for damages based on a defect are subject to the applicable statutory limitation periods (Secs. 195, 199 BGB), unless the applicable German sale of goods laws require longer limitation periods in individual cases.

XV. Export controls and customs duties

(1) The Supplier shall inform IVT of any permit and notification requirements or restrictions for its delivery objects (Goods, software and technology) in accordance with the applicable export control and customs regulations as early as possible before delivery. This information shall be provided in the Supplier's business documents and sent via the communication channels (e.g. platforms) defined by IVT or via email to einkauf@ivt-group.com. The Supplier shall provide the following information and data:

- the export list number as specified in Annex AL of the German Foreign Trade and Payments Ordinance (AWV) or comparable list numbers of applicable export lists;

- the Export Control Classification Number (ECCN) of the US Commerce Control List, provided the Goods are subject to the US Export Administration Regulations (EAR);
- the USML number, provided the International Arms Regulations (ITAR) apply;
- the commodity code (HS/CN code);
- the country of origin (commercial/non-preferential origin), explanation of the label of origin according to ISO Alpha 2;
- (long-term) suppliers' declarations for Goods having preferential origin status (EU suppliers) or certificates of preferential origin (non-EU suppliers);
- if necessary, a certificate of origin must be issued;
- all other information and data required by IVT for the export and import as well as the further distribution and re-export of the Goods;

(2) The Supplier shall enclose all documents required for deliveries across customs borders such as commercial invoices, delivery notes and information with the consignment to ensure a complete and correct declaration of import duty. The following must be borne in mind when preparing the invoice:

- The invoice shall also include any costs not included in the price of the Goods (e.g. research and development costs, license fees, tool costs, related materials provided by the buyer) as individual items.
- In the event of free deliveries, the Supplier shall state a current market price and the note "For Customs Purposes Only" on the pro forma invoice.

(3) The Supplier shall support IVT with all means necessary to reduce or minimize IVT's payment obligations with regard to customs duties and/or customs clearance costs.

(4) The Supplier shall inform IVT in writing of any changes of the above information and data without delay by email to einkauf@ivt-group.com.

(5) In the event the Supplier violates its contractual obligations under the above paragraphs, the Supplier shall bear all expenses and losses incurred as well as other disadvantages suffered by IVT as a result of this violation (e.g. subsequent claims for foreign import duties, monetary fines). However, this provision shall only apply if the Supplier is responsible for this breach of contract.

XVI. Environment, social affairs, and corporate governance (ESG)

(1) The Supplier shall observe the internationally applicable minimum legal working standards, including, but not limited to, all conventions of the International Labour Organization (ILO) on employee rights, working hours and occupational safety, as well as all applicable statutory and official regulations.

(2) Environmental protection plays an important role in IVT's concept of quality. The Supplier shall observe all applicable legal regulations on environmental protection, introduce and operate an environmental management system in accordance with IVT's corporate ecological guidelines, which, unless agreed otherwise, shall meet at least the requirements set out in ISO 14001 as in effect at any given time, and constantly work on the permanent reduction of any negative effects its activities may have on people and the environment.

(3) The Supplier undertakes to introduce and/or operate an energy management system, which, unless agreed otherwise, shall meet at least the requirements set out in ISO 50001 as in effect at any given time.

(4) The Supplier undertakes to introduce and/or operate an occupational safety management system, which, unless agreed otherwise, shall meet at least the requirements set out in ISO 45001 as in effect at any given time.

(5) The Supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labor or child labor.

(6) The Supplier shall observe the applicable provisions on conflict minerals, including, but not limited to, Section 1502 of the Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act"). In the event conflict minerals are required for the production or the operation of the Products delivered by the Supplier, the origin of these conflict minerals must be disclosed. Upon request, the Supplier shall provide documentation on the use and origin of conflict minerals to IVT and any contracted service providers in full and without delay.

(7) The Supplier shall observe the Code of Compliance of the Würth Group as well as the Supplier Code of Conduct as in effect at any given time, available at www.ivt-group.com.

XVII. Product compliance and product quality

(1) The Supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines, DVGW rules) and the applicable legal and statutory regulations on product safety.

(2) The Supplier undertakes to introduce and/or operate a quality management system (QM system), which, unless agreed otherwise, shall meet at least the requirements set out in ISO 9001 as in effect at any given time. The Supplier shall ensure the efficiency of the QM system throughout the entire manufacturing process. The Supplier shall carry out and document regular intermediate inspections and a comprehensive final inspection prior to delivery. Compliance with the testing procedure shall not release the Supplier from its responsibility to supply Products of flawless quality and function.

(3) The Supplier shall inform IVT of any changes to the manufacturing process or the organization of the QM system before the first delivery of the Products concerned. In conjunction with this and at the request of IVT, the Supplier shall also provide the complete technical documentation, including, but not limited to, specifications, data sheets, product documentation, processing information and test reports. Any changes to the Product specifications always require the written consent of IVT prior to the first delivery.

(4) The Supplier warrants that the Products to be delivered are in compliance with Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). All substances contained in the Products of the Supplier that are not exempted from the obligation to register must be pre-registered or registered upon expiry of the transition periods in accordance with the provisions of the REACH Regulation.

(5) Suppliers based in a non-EU member state are obliged to appoint an Only Representative (OR) based inside the EU in accordance with Art. 8 REACH whose name and address has to be disclosed to IVT. The OR is responsible for fulfilling all the registration and other REACH obligations of the Supplier. Any pre-registration or registration of a substance carried out by the OR shall be communicated to IVT stating the registration number of the substance. Supplier shall notify IVT immediately should the OR change or discontinue its activities.

(6) The Supplier shall ensure that the Products delivered by the Supplier do not contain any substances on the approval list according to Art. 55 et seq., Annex XIV REACH, unless the Supplier has the corresponding approval; the Supplier shall provide IVT with the approval documentation. The Supplier shall notify IVT immediately in writing in the event that Products delivered by the Supplier contain restricted substances or substances on the candidate list in accordance with Art. 57, 59 of the REACH Regulation; this includes, but is

not limited to, any extensions of and/or amendments to the restrictions and/or the candidate list. The Supplier shall indicate the names of the individual substances and the restrictions and/or the respective percentage by weight of the individual Product components as precisely as possible.

(7) The Supplier also warrants that the products delivered are in compliance with the requirements specified in Regulation (EC) No. 1272/2008 (CLP). Non-EU Suppliers' responsibilities include, but are not limited to, making sure their OR submits the necessary notifications to the Classification and Labeling Inventory in accordance with Articles 39-42 of the CLP Regulation for the products delivered.

(8) The Supplier shall provide IVT with the information required to register the Products in public product databases, including, but not limited to, the SCIP database of ECHA, the EPREL database of the European Commission, the EUDAMED database of the European Commission and similar databases. Provided referencing is permitted in the respective database, providing the data required to include the necessary references shall be sufficient. The Supplier shall ensure that the business relationship with IVT is not publicly recognizable from the database entry which may have to be created directly by the Supplier; in particular, the Supplier may not register Products under a IVT brand in a public database, unless expressly agreed otherwise.

(9) Unless the Products delivered are private label products marked with a IVT brand, the Supplier shall ensure they comply fully with all obligations under extended producer responsibility regulations, including, but not limited to, the regulations on the registration and return of packaging, old electrical and electronic equipment and batteries. In the event the Supplier is registered outside Germany, the Supplier shall ensure it has a duly appointed authorized representative that fulfills the aforementioned legal obligations.

(10) The following provisions shall apply to private label products, i. e. Products supplied to IVT by the Supplier for the purpose of further distribution under a IVT brand.

- a) In the event the contract between the Supplier and IVT concerns the delivery of a Product within the meaning of the European harmonization legislation, the Supplier shall provide IVT with all information required for the conformity assessment and the preparation of declarations of conformity without delay and in a suitable and permanent format and place the CE marking on these products in accordance with applicable statutory requirements, including, but not limited to, the applicable harmonization legislation as well as Art. 30 of Regulation (EC) No 765/2008.
- b) In the event the contract between the Supplier and IVT concerns the supply of a construction product within the meaning of the Construction Products Regulation (EU) No 305/2011 ("CPR"), the Supplier shall provide IVT with all information required for the assessment and verification of constancy of performance (AVCP) as well as for the preparation of the declaration of performance without delay and in a suitable and permanent format and place the CE marking on these products in accordance with applicable statutory requirements, including, but not limited to, the CPR and Article 30 of Regulation (EC) No 765/2008.
- c) Upon request and without delay, the Supplier shall provide IVT or a service provider acting on behalf of IVT with all further information required by IVT for the lawful distribution and marketing of the Products.

(11) In the event the Supplier violates one of the above provisions, the Supplier shall indemnify both IVT and its associated companies as well as its customers against any costs, claims of third parties (including, but not limited to, claims for direct or consequential damages) and any other disadvantages (e.g. fines) resulting from the violation of the provisions of this paragraph XVII. However, this provision shall only apply if the Supplier is responsible for this breach of contract. Further, IVT may, at any time, cancel the order in question with immediate effect and refuse acceptance of the corresponding delivery without incurring any costs. The

above provisions shall apply without prejudice to IVT's rights to claim damages. Canceling or refusing acceptance of the order by IVT does not constitute a waiver of claims for damages.

XVIII. Applicable law and place of jurisdiction

(1) These Conditions of Purchase and all legal relationships between IVT and the Supplier are subject to the laws of the Federal Republic of Germany under exclusion of all international and supranational (contractual) legal systems including, but not limited to, the UN Convention on Contracts for the International Sale of Goods. The legal requirements and effects of the retention of title clause are subject to the laws applicable at the location of the Goods to the extent the choice of German law is invalid or ineffective under the applicable national law.

(2) In the event the Supplier is a businessperson within the meaning of Secs. 1 et seq., HGB, a public law entity or a special fund under public law, the exclusive and international place of jurisdiction for all disputes arising out of or in connection with the contract shall be the court of competent jurisdiction in Rohr, Germany. IVT does, however, reserve the right to also bring proceedings against the Supplier in the courts at the place of performance agreed for individual deliveries or at the general place of jurisdiction of the Supplier. The above provision shall apply without prejudice to any statutory requirements that take precedence over individual agreements, including, but not limited to, agreements on exclusive jurisdictions.

As of October 2023