

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF PROJECTOR GMBH (VERSION 03/2022)

## I. Scope of application

These General Terms and Conditions of Purchase are addressed to entrepreneurs, legal entities under public law or special funds under public law. In this context, an entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity. Unless otherwise agreed in writing, these General Terms and Conditions of Purchase shall apply exclusively to this and all future orders/contracts. Any conflicting or additional general terms and conditions of the contractor shall not bind us even if we do not expressly object to these terms and conditions or accept the delivery/service without reservation.

## II. Order / contract, offer

1. Verbal ancillary agreements to the order/assignment shall be recorded in writing.
2. In the event of good cause within the scope of a continuing obligation, we are entitled to withdraw from the contract or – in the case of continuing obligations – to terminate the contractual relationship without notice.
3. Offers by the contractor shall be made free of charge; cost estimates shall only be remunerated after written agreement.

## III. Correspondence

The order number and the date of the order/commission as well as the material designation and number assigned or notified by us must be stated in all documents of the contractor.

## IV. Quality management

The contractor must maintain a quality management system, e.g. according to DIN ISO 9001 and/or DIN ISO 14001.

## V. Compliance

1. The "Guidelines for sustainable Procurement at Projector GmbH" are an integral part of our contractual relationship. We expect the contractor to observe the internationally recognised principles of the UN Global Compact and the core labour standards of the International Labour Organisation (ILO).
2. The Contractor shall comply with all provisions of the contract necessary to enable us to comply with the relevant and mandatory legal requirements under the Due Diligence Act for the Prevention of Human Rights Violations in Supply Chains ("Supply Chain Act") and other EU and national supply chain laws when and if they come into force. Under the Supply Chain Act of Germany, such requirements include, but are not limited to, the following:
  - To assist us in good faith in identifying any potential or actual adverse human rights impacts in connection with the contractor's business activities in general and in the context of the business relationship with us in particular;
  - To this end, provide us with information upon request to demonstrate that adequate due diligence processes are in place to identify and adequately address any adverse human rights impacts;
  - If necessary, initiate measures to prevent or mitigate negative human rights impacts;
  - Provide us, upon request, with the necessary information to conduct our own due diligence in the lower supply chain and/or initiate necessary measures, such as audits, to prevent or mitigate negative human rights impacts.
3. Furthermore, the contractor is obliged to comply with all anti-corruption laws applicable to the legal relationship between the contractor and us.
4. Any breach of clause V in connection with the legal relationship between the contractor and us constitutes a breach of contract which, notwithstanding any further claims, gives us the right of extraordinary termination.

## VI. Subcontractors

Subcontractors may only be used with our prior written consent. Consent may not be refused without objective reason. An objective reason exists in particular if safety or legal requirements are not met. The contractor shall impose all obligations on the subcontractors with regard to the tasks it has assumed and ensure compliance with these obligations, which are incumbent on the contractor vis-à-vis us.

## VII Shipping

1. The contractor shall observe the shipping address specified in the order/contract. When shipping, the relevant tariff, transport and packaging regulations of the railway, road transport, shipping, air transport, etc. must be observed.
2. In addition to the shipping address, the order details (order no., order date, place of delivery, if applicable the name of the recipient and the material designation and number assigned or notified by us) must always be stated in the transport documents. If subcontractors are used, they must name the contractor as their principal in correspondence and freight documents, stating the order data.

3. The contractor is only entitled to make partial deliveries/services with our express consent.

## VIII. Information on hazardous substances, product information

1. The delivery items must be labelled in accordance with the regulations of the Hazardous Substances Ordinance and the EC/EU Directives for hazardous substances/preparations.
2. The Contractor warrants that all substances contained in the product are effectively pre-registered or registered and authorised in accordance with the relevant requirements of Regulation 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH"). Furthermore, the Contractor shall ensure that all obligations incumbent on the Supplier (within the meaning of Article 3 No. 32 REACH) under REACH with regard to the manufacture and supply of the Product are properly fulfilled. The Contractor shall submit, update and archive material safety data sheets ("MSDS") which comply with the requirements of Commission Regulation (EU) 2020/878 amending Annex II to REACH Regulation.
3. The contractor undertakes to provide us with all necessary product information, in particular on composition and shelf life, e.g. material safety data sheets, processing instructions, labelling regulations, occupational health and safety measures, etc., including any changes thereto, in good time before delivery/service.
4. The Contractor undertakes to comply with the requirements of Regulation (EU) 2017/821 of the European Parliament and of the Council ("Conflict Minerals Regulation"). The Contractor warrants that the delivery items do not contain any gold, tin, tantalum, tungsten or compounds of the aforementioned substances originating from conflict and high-risk areas within the meaning of Article 2 lit. f) of the Conflict Minerals Regulation, in particular the Democratic Republic of the Congo or neighbouring states of the Democratic Republic of the Congo. The contractor shall provide us with information on the origin of the said substances and/or compounds upon request.
5. The Contractor undertakes to notify us of the non-preferential or preferential origin of the goods (Regulation (EU) No. 2015/2447) within a period of one (1) month after being requested to do so by us and on the form provided by us. Changes to the non-preferential and preferential origin of the goods must also be notified to us in writing without delay. For delivery items which may be subject to preferential treatment in the importing country or for which proof of origin in the importing country is required due to other local import regulations, the contractor shall enclose a corresponding proof of origin with the respective delivery (e.g. form A, EUR 1, declaration of origin on the invoice).

## IX. Delay

1. The delivery/performance date specified by us in the order/contract is binding. The contractor is obliged to inform us immediately if circumstances arise and become apparent to him which indicate that the specified delivery/performance date cannot be met. In the event of delay, we shall be entitled to the statutory claims.
2. The contractor may only invoke the absence of necessary documents/data to be supplied by us if he has not received them within a reasonable period despite a written reminder.
3. The reservation of an agreed and forfeited contractual penalty can still be declared by us to the contractor in amendment of § 341 para. 3 BGB (German Civil Code) until the due date of the final invoice, at the latest, however, until the final payment.

## X. Performance records and acceptance

Any contractually agreed proof of performance and acceptance shall be carried out free of charge for us and recorded in writing by both parties.

## XI. Weights / Quantities

Without prejudice to our further claims, in the event of deviations in weight, the weight determined by us on receipt shall apply unless the contractor proves that the weight calculated by him was correctly determined at the time of the transfer of risk in accordance with a generally recognised method. This also applies analogously to quantities.

## XII Invoice and payment

1. Invoices must comply with the respective applicable legal requirements. The invoice must state the order number. Each invoice must also show the value added tax (if applicable) separately. The invoice must be sent separately to the invoice address stated in the order/contract.
2. Payment periods shall commence upon delivery of the goods at the place of receipt (shipping address) or acceptance of the work performance, but not before receipt of the invoice at the invoice address stated in the order/contract. A payment does not include a certificate of acceptance.

## XIII Notice of defects

An incoming goods inspection is only carried out by us with regard to externally recognisable (transport) damage and externally recognisable deviations in identity and quantity. We shall give notice of such defects immediately after delivery.

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Furthermore, we shall give notice of defects without delay as soon as they are detected in the ordinary course of business.

## XIV. Claims for Defects, Liability of the Contractor, Statute of Limitations

1. The Contractor warrants that its deliveries/services have the individually guaranteed properties and the contractually agreed quality, are suitable for the contractually presumed use, are not impaired in their value and suitability and comply with the generally recognised rules of technology as well as the current statutory and official regulations.
2. If the delivery/service does not comply with the specifications of section XIV.1 or if it is defective for other reasons, we may – in addition to the other claims and rights regulated by law – in particular demand that the contractor carry out subsequent performance for us free of charge and without delay and reimburse us for all expenses incurred by us as a result of the subsequent performance. In particular in urgent cases, or if the contractor is in delay with the supplementary performance, we may remedy the defect ourselves or have it remedied by third parties without delay at the contractor's expense. If the contractor has assumed a guarantee for the quality or durability of the delivery/service, we may also assert claims under the guarantee without prejudice to this.
3. The contractor shall be liable for defects of title in accordance with the statutory provisions, in particular for ensuring that neither the delivery/service nor its contractually agreed use infringe patents or other industrial property rights of third parties in the agreed country of receipt. If a claim is made against us by a third party for this reason, the contractor shall be obliged to indemnify us on first written demand against all claims (including court costs and lawyers' fees) which necessarily arise for us from or in connection with the claim by the third party. We are not entitled to make any agreements with the third party – without the consent of the contractor – at the expense of the contractor.
4. The contractor's liability shall otherwise be governed by the statutory provisions. The Contractor shall indemnify us against claims for damages by third parties upon first request insofar as the Contractor or its suppliers have caused and are responsible for the defect giving rise to the liability.
5. The statutory and/or contractually agreed claims and rights in the event of material defects and defects of title shall become statute-barred in accordance with the statutory provisions.
6. Except in the cases of suspension of the statute of limitations provided for by law, the statute of limitations for claims and rights in the event of defects shall also be suspended during the period between the notice of defect and the rectification of the defect. The limitation period shall begin anew for deliveries or services that have been redelivered, replaced or repaired in whole or in part.

## XV. Insurances

1. The contractor must maintain liability insurance cover with conditions customary in the industry, minimum sum insured of EURO 5 million per damaging event, for the duration of the contractual relationship including guarantee and limitation period. The contractor must prove this to us upon request; lower amounts of cover are to be agreed with us in individual cases.
2. All shipments directly addressed to us (e.g. deliveries based on purchase contracts, work deliveries, maintenance orders or special productions) shall be insured for transport by the contractor in accordance with the agreed INCOTERMS®.

## XVI. Information

All information, including drawings and other documents, which we require for the installation, operation, maintenance or repair of the delivery item shall be made available to us by the contractor in good time, without being requested and without charge. § Section 434 para. 2 BGB remains unaffected.

## XVII. Liability

We, our legal representatives and our employees shall only be liable, irrespective of the legal grounds, for gross negligence, intent or if the breached obligation is essential for achieving the purpose of the contract (cardinal obligations / *Kardinalpflichten*). In the event of a breach of cardinal obligations due to simple negligence, our liability for damages and reimbursement of expenses shall be limited to the foreseeable damage typical for the contract. This shall not apply insofar as we are compulsorily liable in the event of injury to life, limb or health or for damage to privately used items in accordance with the Product Liability Act or for other reasons.

## XVIII. Waste disposal

Insofar as the Contractor's deliveries/services produce waste within the meaning of waste legislation, the Contractor shall recycle or dispose of the waste at its own expense in accordance with the provisions of waste legislation, unless otherwise agreed in writing. Ownership, risk and responsibility under waste law shall pass to the Contractor at the time the waste is generated.

## IXX. Confidentiality and data protection

The contractor undertakes to keep secret all information, knowledge and documents, e.g. technical and other data, personal data, measured values,

technology, operating experience, trade secrets, know-how, drawings and other documentation (hereinafter referred to as "Information") received from us or otherwise made known to us from our area, not to make them accessible to third parties and to use them only for the purpose of processing the respective order/contract. The contractor undertakes to return to us without undue delay all Information such as documents, samples, specimens or the like physically transmitted hereunder upon our request without retaining any copies or records, and to destroy its own records, compilations and evaluations containing the Information without undue delay upon our request and to confirm this to us in writing. We shall be entitled to the property rights and any industrial property rights to our Information. The contractor is obliged to comply with all provisions of data protection law as amended from time to time and shall observe them. The contractor shall instruct all employees in accordance with the relevant data protection provisions and commit them to data secrecy. These declarations shall be presented to us upon request.

## XX. Advertising material

It is only permitted to refer to the existing business relationship with us in information and/or advertising material with our prior express written consent.

## XXI. Prohibition of assignment

Assignments of the contractor outside the scope of application of § 354a HGB (German Commercial Code) are excluded; exceptional cases require our written consent to be effective.

## XXII. Trade clauses

Insofar as trade terms according to the International Commercial Terms (INCOTERMS®) are agreed, the INCOTERMS® 2020 shall apply to their application and interpretation.

## XXIII Severability clause, place of jurisdiction and applicable law

1. Should individual provisions of these Terms and Conditions of Purchase be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the Terms and Conditions of Purchase.
2. The exclusive place of jurisdiction is Duisburg. However, we are also entitled to take legal action before the court that has jurisdiction at the contractor's registered office.
3. All legal relations between the contractor and us shall be governed by the law of the Federal Republic of Germany to the exclusion of the conflict-of-law rules of private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.