



General terms and conditions of purchase

of

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1. General Terms and Conditions

1. For all orders placed by X2E GmbH (hereinafter referred to as "X2E") with a business partner (hereinafter referred to as "contractor") only these General Terms and Conditions of Purchase (hereinafter referred to as "GTCP") shall apply, unless expressly agreed otherwise between the parties. Conditions of the contractor in its General Terms and Conditions or order confirmation are hereby expressly rejected. Unconditional acceptance of confirmations of orders or deliveries shall not constitute recognition of such conditions by X2E.
2. With the first delivery under these GTCP the contractor acknowledges their exclusive validity as a framework agreement also for similar future orders, without X2E having to refer to them again in each case.
3. X2E shall be entitled to revoke an order free of charge if the contractor does not confirm the same in writing to X2E within two weeks of receipt.
4. Individual agreements (e.g. purchase orders, framework agreements, quality assurance agreements) and specifications in the purchase orders shall take precedence over these GTCP. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
5. Legally relevant declarations and notifications of the contractor with regard to the contract shall be made in writing. Written form within the meaning of these GTCP includes written and text form (e.g. letter, e-mail). Legal formal requirements and further proofs, in particular in case of doubts about the legitimacy of the declarant, shall remain unaffected.

2. Object of purchase

1. The contractor shall deliver to X2E the goods specified in the respective order.
2. In addition, the contractor shall provide X2E with the additional and ancillary services specified in the order.

3. Delivery and shipping

1. The delivery shall be made in accordance with the order or, if not otherwise stipulated therein, in accordance with the following instructions of X2E at the agreed dates.
2. Deliveries shall be made DAP (Incoterms in their currently valid version) to the place designated by X2E in the respective order and, unless otherwise specified in the respective order, including packaging and preservation.
3. The contractor shall comply with the shipping instructions of the forwarding agent or carrier. All shipping documents, delivery notes, letters and invoices shall accurately state item numbers and X2E's order number as well as other order details (date, quantity, weight, etc.). Violations of this obligation may lead to delays in processing on the part of X2E, for the consequences of which X2E shall not be responsible.
4. Partial deliveries are only permitted with the prior written consent of X2E.
5. The goods shall be packed in such a way that transport damages are avoided.

4. Delivery times, delivery dates

1. Unless otherwise stipulated in the purchase order, the deadlines for deliveries and services stated in the purchase order shall be binding.
2. If the contractor foresees difficulties in production or in the supply of input materials or if circumstances occur which are beyond its control and which are likely to prevent it from delivering on time or in the agreed quality, it shall notify X2E immediately in writing, stating the reasons and the expected duration of the delay. This does not imply a deferral in favor of the contractor.
3. In case of delay in delivery X2E shall be entitled to the legal claims. In particular, X2E shall be entitled to claim damages for non-performance after fruitless expiration of a reasonable grace period. In addition, X2E shall be entitled to claim a contractual penalty in the amount of 1% of the delivery value per completed week, but not more than a total of 5% of the net value of the goods delivered late. The contractual penalty

can be claimed next to the fulfillment. X2E undertakes to declare the reservation of the contractual penalty to the Customer within 10 working days at the latest, calculated from the receipt of the delayed delivery.

5. Quality and defect investigation

1. The contractor is responsible for compliance with the relevant German and European product and safety regulations and technical standards. The contractor warrants that the goods comply with the relevant requirements, relevant standards and the state of the art.
2. The Contractor shall take all necessary measures to prevent the use of (presumably) counterfeit parts and the delivery of such to X2E. If the Contractor becomes aware that counterfeit parts have occurred in its own operations or its own supply chain or if there is a suspicion that counterfeit parts have been delivered to X2E, the Contractor shall immediately inform X2E thereof in text form.
3. Acceptance of the delivered goods shall be subject to inspection for correctness and suitability. X2E is obligated to inspect delivered goods for any deviations in quality or quantity within a reasonable period of time. The notice of defect shall be deemed timely if it is received by the contractor within a period of 14 days. During the warranty period, the contractor shall waive the objection of late notification with regard to hidden defects.
4. In the event of a complaint, the contractor may be charged with the costs of inspection and reworking of the goods as well as replacement delivery.
5. For dimensions, weights and quantities of a delivery, the values determined at the incoming goods inspection at X2E shall be binding.
6. **Prices and terms of payment; obligations to bear costs**
 1. The prices stated in the order are fixed prices and are in EURO. They are binding regardless of any currency fluctuations. Price increases for any reason whatsoever shall be inadmissible. The price stated in the order shall apply on the basis of DAP (Incoterms as amended from time

to time). On this basis it includes all expenses in connection with the supplies and services to be provided by the contractor.

2. For the avoidance of doubt, the contractor shall bear - in accordance with the current "Incoterms Rules" the following costs:
 - All costs relating to the goods until delivery in accordance with A2/Incoterms Rules, except for the costs in accordance with B 9/Incoterms Rules.
 - Transport and all other costs incurred in accordance with A4/Incoterms Rules, including the costs of loading the goods and transport-related security costs.
 - All costs and charges for unloading at the agreed place of destination, insofar as these costs are to be borne by the contractor in accordance with the contract of carriage.
 - The costs of transit, which are the responsibility of the contractor according to the transport contract.
 - The costs of the usual proofs for X2E in accordance with A6/Incoterms Rules showing that the goods have been delivered.
 - If applicable, customs duties, taxes and other costs incurred for export clearance in accordance with A7(a)/Incoterms Rules.
 - All costs and charges incurred by X2E in assisting in obtaining the necessary documentation and information in accordance with B7(a)/Incoterms Rules 2020.
3. Invoices shall be issued immediately after shipment of the goods and sent in digital form to the e-mail address of X2E indicated in the order, indicating the order number. Failure to do so may result in default of payment through no fault of X2E, for the consequences of which X2E shall then not be liable. The value added tax shall be shown separately.
4. Unless otherwise agreed, X2E shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with 3% discount or within 30 days net. If X2E accepts an early delivery, the due date shall be based on the delivery date specified in the order. Payment shall be made subject to proper delivery and correct

pricing and calculation. In case of notice of defects, X2E shall be entitled to defer the payment of the purchase price in an appropriate amount until complete clarification and after this time to deduct a discount for payment within 14 days after final clarification. At least three times the value of the costs of remedying the defect shall be deemed reasonable without further ado.

5. Place of payment is Rohrbach in Germany.
6. The date of payment shall be the date on which the transfer order is received by the credit institution of X2E.
7. Payments by X2E - even without reservation - do not imply any acknowledgement of the delivery as complete and in accordance with the contract.
7. **Safety, environmental protection, ethical, social and ecological minimum standards**

1. The contractor is obliged to ensure that in the entire supply chain of the goods the legal provisions and internationally recognized standards for the protection of the environment and respect for human rights, in particular prohibitions of child and forced labor and discrimination, regulations on minimum wages as well as safety and fundamental rights of employees are complied with. Upon X2E's request, the contractor shall provide evidence of compliance with these obligations by obtaining and submitting appropriate documents.
2. During the performance of services, the contractor shall also use the necessary resources (in particular materials, energy and water) effectively and efficiently and minimize the environmental impact (in particular with regard to waste, waste water, air and noise pollution). This also applies to the logistics/transport effort.
3. The contractor's deliveries and services must comply with the statutory provisions, in particular the safety and environmental protection provisions, including the Ordinance on Hazardous Substances, the Electrical and Electronic Equipment Act (ElektroG) and the safety recommendations of the competent German technical bodies or associations, e. g. VDE, VDI, DIN. Relevant certificates, test certificates and verifications shall be supplied free of charge.

4. The contractor shall be obliged to determine and comply with the current status of the directives and laws applicable to its components with regard to material restrictions. The contractor is also obliged to use non-prohibited substances. Avoidance and hazardous substances according to the applicable laws and directives shall be indicated on the specifications. If applicable, the safety data sheets shall already be submitted with the offers and, in the case of the respective first delivery, with the delivery bill (at least in German or English). X2E shall be informed immediately of any infringements of substance restrictions and of the delivery of prohibited substances.

5. If relevant, the goods have to comply with the conditions of origin of the preferential agreements of the EU. The contractor shall provide X2E with the relevant certificates of origin without being requested to do so.

8. Import and export regulations, customs

1. In the case of deliveries and services from a country outside Germany which is a member of the EU, the contractor's EU VAT identification number must be stated.
2. The contractor shall be obliged to provide the declarations and information required within the scope of Regulation (EC) No. 1207 / 2001, to permit inspections by the customs authorities and to provide the required official confirmations at its own expense.
3. The contractor shall be obliged to inform X2E in detail and in writing about any licensing requirements for (re-)exports in accordance with German, European and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services.

9. Transfer of risk, acceptance, ownership rights

1. Irrespective of the agreed price, the risk shall pass to X2E in the case of delivery without installation or assembly upon receipt at the place of delivery specified by X2E and in the case of delivery with installation or assembly upon successful completion of acceptance by X2E. Commissioning or use shall not replace the declaration of acceptance.

2. Ownership of the delivered goods shall pass to X2E upon receipt of delivery at the latest. Any extended or expanded retention of title is excluded.

10. Warranty

1. X2E shall be entitled to the statutory warranty claims in full. Irrespective of this, X2E shall be entitled, at its discretion, to demand rectification of defects or replacement delivery. In this case the contractor is obligated to bear all expenses necessary for the purpose of rectification of defects or replacement delivery. The right to claim damages, in particular damages for non-performance, shall remain unaffected.
2. The warranty period shall be 24 months, calculated from the complete receipt of the goods, unless longer statutory periods are specified. The limitation period shall be suspended by a written notice of defects by X2E until negotiations on possible warranty claims are finally refused by the contractor or have failed.

For repaired parts or parts delivered as replacements, the above warranty period shall begin anew on the date of the repair or replacement delivery.

3. In case of imminent danger, X2E shall be entitled to carry out a substitute performance itself or have it carried out by third parties at the expense of the contractor. X2E shall decide at its own discretion when there is danger in delay. Danger in delay shall be assumed in particular if X2E has to avoid its own delay in delivery or if high damages are imminent.
4. If the contractor has to deliver or perform according to plans, drawings or other special requirements of X2E, the conformity of the delivery or service with the requirements shall be deemed to be expressly warranted. Should the delivery or service deviate from the requirements, X2E shall be entitled to corresponding warranty rights.

11. Tools, production equipment

1. If the contractor produces tools, samples, etc. partly or wholly at X2E's expense for the purpose of submitting an offer or executing an order, X2E shall become (co-)owner of the said

items in proportion to its share in the production costs. The contractor shall keep them for X2E free of charge; X2E may at any time acquire its rights with respect to the item with reimbursement of expenses not yet amortized and may claim the item back.

2. The aforementioned items may only be used by the contractor for the execution of the order and may not be handed over or otherwise made accessible to unauthorized third parties.
3. The contractor shall be obliged to care for and maintain the aforementioned items free of charge and to remedy normal wear and tear. In particular, they shall be protected from access by third parties and marked as the property of X2E.

12. Provision of material

1. Material provided by X2E (illustrations, logos, designs, plans, drawings, calculations, implementation instructions, product descriptions and other documents such as substances, parts, materials or the like) shall remain the property of X2E and shall be stored by the contractor free of charge and with the care of a prudent businessman separately from its other property and marked as the property of X2E. The contractor shall protect any material provided from inspection by third parties. It may only be used for the execution of X2E's order.
2. Any processing, mixing or combining ("further processing") shall be carried out for X2E in the performance of the contractor's contractual obligations. X2E shall immediately become the owner of the new items created in the process. If the provided material constitutes only a part of the new items, X2E shall be entitled to co-ownership of these items in the proportion corresponding to the value of the provided material contained therein.
3. The contractor undertakes to reimburse the value of the materials provided if they are destroyed, damaged or processed or inseparably mixed with items that are not goods in the sense of the order and are intended for third parties during the performance of the contractual obligations for X2E.

4. The contractor shall, at the discretion of X2E, return to X2E any remaining stock of the Provisions that is not required or destroy it and confirm in writing the complete handover or destruction of the provisions. The contractor shall not be entitled to a right of retention to the materials provided.
5. If the location of the provisions provided to the contractor or the tools (within the meaning of Clause 11) is outside Germany, the contractor shall be obliged to take suitable measures in accordance with the law applicable at the location. The corresponding measures shall be proven to X2E in writing.

13. Product liability, indemnification, liability insurance

1. If the contractor is responsible for a product liability claim, it shall indemnify X2E against claims for damages by third parties.
2. In this context the contractor is also obliged to reimburse any expenses arising from or in connection with a recall action justifiably to be carried out by X2E. Upon request, X2E shall inform the contractor in advance about the content and scope of the recall measures, as far as possible and reasonable, in order to give the contractor the opportunity to comment. Furthermore, the contractor shall reimburse X2E for the necessary costs of legal defense.
3. The contractor shall be obliged to maintain an adequate product liability insurance, however at least with a coverage of EUR two (2) million per personal injury and property damage - lump sum - and to provide X2E with a copy of the insurance policy upon first request; if X2E is entitled to further claims for damages, these shall remain unaffected.

14. Force majeure, insolvency, inability to pay

1. Neither party shall be liable for being prevented from fulfilling the contract due to force majeure, natural disasters, war, riots, pandemics, epidemics, governmental measures and other events beyond the control of the parties.

2. Force majeure entitles X2E to withdraw from the contract in whole or in part, as far as it results in a considerable reduction of X2E's demand.
3. If one of the parties ceases to make payments or if insolvency proceedings are instituted against its assets or if judicial or extra-judicial composition proceedings are instituted, the other party shall be entitled to withdraw from the contract with regard to the unfulfilled part.

15. Information and data, confidentiality

4. Drawings, drafts, samples, manufacturing specifications, internal company data, tools, equipment, etc., which are provided to the customer by X2E for the purpose of submitting an offer or for the execution of an order, shall remain the property of X2E. X2E also reserves trademark rights, copyrights and other industrial property rights to these. They shall be returned to X2E, including all duplicates made, immediately after execution of the order and without being requested; in this respect the Customer shall not be entitled to assert a right of retention. The contractor may only use the aforementioned materials for the execution of the order and may not make them available or otherwise make them accessible to unauthorized third parties. Duplication of the aforementioned materials is only permissible to the extent that it is necessary for the execution of the order.
5. The contractor shall be obliged to treat as confidential all commercial and technical details which are not in the public domain and which become known to him as a result of the business relationship and not to pass them on to third parties.
6. The production for third parties, the presentation of products manufactured especially for X2E, in particular according to its plans, drawings or other special requirements, publications concerning the orders and services as well as the reference to this order towards third parties, shall require prior written consent by X2E.
7. The obligation to maintain secrecy does not apply to knowledge which:

- is demonstrably already in the public domain on the date of transfer or communication or subsequently becomes in the public domain otherwise than through the fault or negligence of the contractor;
- the contractor has received from a third party without the third party having breached its own confidentiality obligations by making the disclosure; or
- are already known to the contractor at the time of disclosure on the basis of these GTCP; or
- must be disclosed by law or by court order.

16. Other liability of X2E for the fulfillment of ancillary obligations

Unless expressly stipulated in the order, all further contractual or legal claims against X2E, in particular for compensation of damages from the violation of cooperation and ancillary obligations, including indirect or consequential damages, are excluded. However, X2E shall be liable for gross negligence, for culpable violation of essential contractual obligations (only in case of at least average negligence) or in other cases of mandatory legal liability.

17. Data privacy

The contractor declares its revocable consent to the processing of personal data provided in accordance with the statutory provisions.

18. Place of performance, place of jurisdiction, legal status

1. Place of performance for payments shall be the place of payment specified in clause 6. The place of performance for deliveries and services shall be the place stated in the respective order of X2E.
2. This contract is subject to the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Insofar as this does not contain any regulations, the law of the Federal Republic of Germany shall apply to the exclusion of international private law. Other national law is not applicable.

3. The place of jurisdiction for all disputes arising from or in connection with this contract shall be exclusively Landau.

19. Various

1. Contractual rights and obligations of the parties are not transferable without prior written consent of the other party.
2. The contractor shall only have rights of set-off and retention with regard to undisputed or legally established counterclaims from the respective order.
3. These GTCP shall remain binding in the event that individual provisions are otherwise invalid. The contracting parties shall be obliged to replace the ineffective provisions by a new provision which comes as close as possible to the intended economic result.
4. Changes or additions to this contract must be made in writing. Subsidiary agreements do not exist.