

§ 1 Application and scope

These Terms and Conditions of Purchase shall apply exclusively to companies, legal entities under public law or special funds under public law within the meaning of Art. 310 para. 1 BGB (German Civil Code). Orders and contracts shall be placed exclusively based on these General Terms and Conditions of Purchase. We do not recognise any terms and conditions of the supplier/contractor (hereinafter: Supplier) that conflict with or deviate from our General Terms and Conditions of Purchase unless we have agreed to their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we accept the delivery/service of the supplier/contractor without reservation in the knowledge of terms and conditions of the supplier/contractor that conflict with or deviate from our General Terms and Conditions of Purchase. These Terms and Conditions of Delivery shall also apply to all future transactions of Oemeta with the supplier insofar as these are legal transactions of a related nature.

Retentions of title by the supplier shall only apply insofar as they relate to our payment obligation for the respective products to which the supplier retains title. In particular, extended reservations of title are not permitted.

§ 2 Orders

Orders and contracts of any kind as well as their amendments and supplements shall be made in written text form for evidence purposes. With the execution of our order or our assignment, our terms and conditions are accepted.

§ 3 Prices, payment conditions

Agreed prices are fixed prices and are understood to be free delivery to requested address including packaging and transport costs as well as transport insurance, unless otherwise agreed. We settle invoices within 14 days less 2% discount or within 60 days net after receipt of delivery/service and receipt of invoice. Invoices must include our order number; delivery note number and order date. We are entitled to set-off and retention rights to the extent permitted by law. Payment does not imply acceptance of the delivery/service as being in accordance with the contract.

§ 4 Delivery, risk transfer

The delivery periods or dates specified in the purchase order or the assignment are binding. The receipt of the goods/services in faultless quality shall be decisive for compliance with the delivery period or delivery date. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent which are likely to make timely and complete delivery impossible. In the event of a delay in delivery, we are entitled to the legal claims, in particular the rights to damages and withdrawal. The risk shall pass to us upon delivery of the goods to the delivery address requested by us. Unless otherwise agreed in individual cases, delivery shall be made DAP - delivery address in accordance with Incoterms in the version applicable at the time of the order. In the case of machines and technical equipment, the risk shall only pass to us after positive confirmation of a functional test.

§ 5 Environmental protection, occupational health and safety, accident prevention, safety and miscellaneous

The supplier is obliged to comply with the relevant legal provisions and regulations regarding environmental protection, occupational health and safety, accident prevention, transport and plant safety. During delivery or service provision, the instructions of our staff regarding conduct on the factory premises must be followed at all times.

Contractors commissioned by Oemeta shall confirm upon conclusion of the contract that they comply with the provisions of the Minimum Wage Act (MiLoG). Any breach by the contractor

shall be considered by both parties as good cause for extraordinary termination of the contract.

Oemeta shall be entitled at any time to inspect books and documents that are important for compliance with the obligations under the MiLoG and to take or request copies of them (conducting audits). Upon request, the commissioned contractor shall prepare translations of documents that are not written in German or English for Oemeta at his own expense.

The commissioned contractor undertakes to inform his suppliers and subcontractors of the provisions of the MiLoG and to have compliance with the provisions confirmed in writing; he shall reserve for himself appropriate control powers (audits and extraordinary termination rights) and, if necessary, make use of them. If he fails to do so, although this would have been in accordance with the due diligence of a prudent businessman, he shall indemnify Oemeta against any claims that may arise.

§ 6 Defect inspection, liability for defects

The supplier warrants that his deliveries and services comply with the legal and contractual quality requirements and have no defects. We shall be entitled to the legal claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either remedy the defect or deliver a new item. The supplier shall bear all costs of subsequent performance. The rights to compensation for damages shall remain reserved. Defects, in particular deviations in quality, shall be notified in due time if we send a notification to the supplier within seven (7) working days after receipt of the goods by us. The acceptance of the delivery and service or samples and/or specimens submitted by us does not include the declaration that the goods/service are in accordance with the contract and/or free of defects. We are entitled to the legal claims due to a defect of the item for a period of three years calculated from the transfer of risk, unless longer periods are provided for by law.

§ 7 Liability, indemnification, product liability

The supplier shall be liable for damages in accordance with the legal provisions. Insofar as the supplier is liable for a product defect in accordance with the legal provisions, he shall be obliged to indemnify us against claims for damages by third parties at our first request if the cause lies within his sphere of control and organisation. Within the scope of the obligation to indemnify in accordance with Point 7, Sentence 2, the supplier shall also be obliged to reimburse us for expenses in accordance with Articles 683 and 670 BGB (German Civil Code) and Articles 830, 840 and 426 BGB (German Civil Code) arising from or in connection with a recall campaign carried out by us. We shall inform the supplier directly about the content and scope of the recall measures carried out by us - insofar as this is possible and reasonable - and give him the opportunity to comment. Other legal claims shall remain unaffected.

§ 8 Product and process changes

Suppliers with whom we have a business relationship are obliged to inform us as soon as possible, immediately after becoming aware of product or process changes with regard to products purchased from us. As long as the release process of the specific material has not been completed, the supplier is obliged to supply Oemeta with the previously purchased material within the usual extent, as far as the material is not subject to a prohibition.



§ 9 Property rights

The supplier warrants/assures that he will not culpably infringe any third-party rights in connection with his delivery. If claims are asserted against us by third parties due to the infringement of industrial property rights, the supplier shall be obliged to indemnify us against such claims. The indemnity shall be granted on first demand. We are not entitled to make any agreements (in particular settlements) with the third party without the supplier's consent. The supplier's indemnification obligation shall also apply to all expenses necessarily incurred by us from or in connection with the claim by the third party. Unless a longer period is provided for by law, the prescription period for these claims shall be three years calculated from the transfer of risk.

§ 10 Jurisdiction, place of performance

Insofar as the supplier is a merchant within the meaning of the German Commercial Code, a legal entity or a special fund under public law, Uetersen shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Notwithstanding the foregoing, we shall be entitled, but not obliged, to bring an action against the supplier in the court having general jurisdiction over the supplier.

Unless otherwise agreed, Uetersen shall be the place of performance.

The contracts are subject to the law of the Federal Republic of Germany, excluding the UN Sales Convention.

Code of Conduct for Suppliers

The supplier shall comply with the following principles.

No bribery, corruption and money laundering

The supplier shall ensure compliance with the respective applicable anti-corruption regulations and observe the relevant legal provisions on money laundering prevention. The supplier shall not participate in any kind of bribery, corruption or money laundering. In particular, he shall not give or accept bribes, offer, give or receive improper benefits and ensure that business decisions are not influenced by improper or illegal consideration.

Antitrust law, economic and trade sanctions

The supplier shall comply with the applicable antitrust and competition laws and, in particular, he shall not engage in any unlawful agreements or conduct that would restrict, hinder or distort competition or engage in any activities that could be construed as anti-competitive or abusive.

The Supplier shall observe the regulations that govern the import and export of goods, products and services, in particular those with economic and trade sanctions.

Dealing with employees

The supplier shall observe the internationally recognised human rights.

The supplier shall only employ staff who have reached the minimum age required by the applicable national regulations.

The supplier shall reject any form of forced labour and shall not tolerate any discrimination against employees on the basis of skin colour, ethnic origin, age, gender, nationality, social origin, disability, sexual orientation, religious affiliation or world view.

The supplier shall pay his employees compensation and benefits that are at least in accordance with the national and local legal regulations and standards.

The supplier shall comply with national and local legal regulations and standards regarding occupational health and safety and shall ensure safe and healthy working conditions.

Environmental protection

The supplier shall comply with the applicable environmental regulations, act within required permits, and minimize the environmental impact of his business operations. The processes, operating sites and operating resources of the supplier shall comply with the applicable legal regulations and standards for fire and environmental protection.

Sub-suppliers and subcontractors

The supplier shall ensure that the principles set out in this Code of Conduct are also observed by his suppliers and subcontractors.

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