

General Terms and Conditions of Purchasing and Payment for 2W Technische Informations GmbH & Co. KG

1. Exclusive validity of the General Terms and Conditions of Purchasing and Payment

1) All orders of goods deliveries and services made by 2W take place based on these General Terms and Conditions of Purchasing and Payment. Conflicting General Terms and Conditions of the suppliers are hereby rejected. The same also applies to all future business relations, even if the validity of these terms and conditions is yet to be expressly mentioned or agreed upon.

At the very latest when unquestioningly performing the delivery or service, the supplier or service provider (hereinafter known as 'supplier') agrees to the validity of these General Terms and Conditions of Purchasing and Payment.

2) Deviations from these General Terms and Conditions of Purchasing and Payment in the current contract relationship only become effective if 2W confirms them in writing.

2. Assignment

2W is entitled to assign the claims from their business relations.

The assignment of remuneration claims against 2W and their relinquishment for collection by third parties must be indicated to 2W in advance in writing by the supplier.

3. Orders, period of commitment

Orders that the supplier does not accept in writing within one week of arriving without opposition to these Terms and Conditions of Purchase are not binding.

4. Nature of delivery, scheduling and deadlines; performance

1) Unless expressly agreed otherwise, the delivery dates/times/deadlines specified in the purchase order, fixed or determinable according to the calendar, are binding. To meet the delivery deadline, 2W must be in receipt of the goods in question.

2) "Free to the door" delivery has been agreed. The goods being delivered must be suitably packed in a way that is customary in the trade. The supplier is liable for damage caused by inadequate packaging. Performance will be at the registered premises of 2W, unless other arrangements have been made.

3) The supplier must deliver the goods in a timely manner, taking into account the generally accepted time needed for shipping.

5. Delay, impossibility

1) If, after signing the contract, the supplier becomes aware that they are unlikely to/will not be able to make the agreed delivery time, or that the delivery will not be possible, they must inform 2W of this right away in writing. If there is no such notification or this arrives later, the supplier will be liable for any resulting damages. The claim for damages due to non-performance remains unaffected by this.

2) If the supplier is expected to be delayed by no more than 14 calendar days and 2W deems this delay to be reasonable, the contractual obligations remain otherwise unaffected.

3) Failure to meet the agreed delivery deadlines, fixed or determinable according to the calendar, will result in default proceedings in each case, and the legal ramifications of defaulting in turn.

4) In all cases of default, 2W is entitled to withdraw from the contract and request compensation for damages due to non-performance, provided that 2W had set a suitable grace period prior to this, which is typically 14 calendar days.

In cases where 5.2 applies, a grace period of 7 calendar days will suffice in order to assert the rights from 5.4.

6. Obligations to give notice of defects, faults and warranty limitations

- 1) Legal provisions apply to the warranty for defects, unless other subsequent arrangements are made.
- 2) 2W must check the goods for any defects within 3 working days and then report any defects immediately, or on the following working day at the very latest. This does not apply to defects that were already apparent at the time of the delivery; these kinds of defects must be reported there and then.
- 3) Hidden defects, which even an initial check did not reveal, are to be reported in the 5 working days after they become apparent.
- 4) For defects which can potentially be remedied, the supplier is entitled to attempt a replacement delivery or attempt subsequent improvements to rectify the defect(s). If these are unsuccessful, 2W shall retain all legal warranty rights.

The same applies if the supplier takes longer than 14 days to make improvements or deliver a replacement at the request of 2W.

- 5) If defects are not detected until after production has begun despite 2) and 3) being observed (notice of defects), 2W may request compensation for damages for the additional expenditure resulting from this. Any other claims for compensation for damages remain unaffected by this.
- 6) The warranty period for the supplier is extended from 2 to 3 years.
- 7) Claims made by 2W based on defects under a right of recourse against the supplier remain unaffected in accordance with §§ 478, 479 of the BGB (German Civil Code). These can be asserted by 2W if the end customer is a business, not a consumer.
- 8) If third parties assert claims against 2W through liability regardless of negligence or fault based on the performance of the supplier, claims which could also be asserted by the third parties vis-à-vis the supplier, 2W will keep the supplier indemnified in their internal relationship as if the supplier were directly liable to the third party. With respect to compensation for damages between 2W and the supplier, the rules of § 254 BGB shall be applied accordingly. This shall also apply should a supplier claim be made directly. This liability to pay damages is ruled out if 2W has effectively limited its liability to its customers.
- 9) The supplier is responsible for the measures taken to defend against damage (e.g. recall campaigns), if obligated to do so by law.

7. Proof of origin

The supplier is required to forward the necessary declarations to 2W in a timely manner prior to delivery for the customs origins of the goods – usually 5 working days.

The supplier is liable for all losses incurred by 2W because of the supplier's declaration being unfit for purpose or received late. If necessary, the supplier must back up the information concerning the origin of the goods with a certificate approved by the local customs office.

8. Quality

- 1) For delivery, the supplier is required to comply with the most recent rules and regulations governing technology and, unless otherwise agreed, provide a service that is not below-average as far as the type and quality are concerned.
- 2) The supplier undertakes to conform with the standards, laws and any other provisions requiring consideration for the delivery items, e.g. VDE provisions for electrical parts, health and safety guidelines from professional associations, or hazardous materials regulations.

The supplier indemnifies 2W from all claims pursuant to public or private law arising from a breach of these provisions.

- 3) The supplier must, without being prompted to do so, provide all the necessary test certificates and supporting documents confirming conformity with standards as prescribed, or which are specific to the contract. Furthermore, they must provide appropriate systems with the necessary information, used to ensure conformity with said provisions.

4) In their quality documentation, the supplier must record when, how and by whom the production and delivery were guaranteed to be free of fault, and do this for all products. Evidence of this is to be presented to 2W on request. The supplier has the same obligations to the upstream supplier.

9. Invoicing, due dates, terms of payment, discounts

1) Supplier debts shall only become outstanding upon delivery and once a complete and fit-for-purpose invoice has been sent to 2W.

2) Unless otherwise agreed, the due date will be 30 calendar days after receipt of an invoice in accordance with 9. 1). 2W will receive a 3% discount if payment is made within 14 calendar days of the invoice being received.

3) In the event of a delivery being flawed or incomplete, 2W is entitled to withhold part of the payment until performance is without flaws or complete.

10. Contract documents, delivery items and proprietary rights

1) All documents, advertising and miscellaneous products released to the supplier as part of this contract, or created by the supplier for 2W or their clients, are part of the scope of the delivery and remain or become the property of 2W when they come into being. This also applies to interim material such as original files, photo negatives and other similar intermediate data related to the obligation to deliver.

2) The supplier shall be liable to 2W for taking due care of this property and will prevent third parties from accessing it, and is to provide 2W with immediate and extensive information about when any third-party infringements took place, and by whom.

3) Models, matrices, templates, patterns, tools and any other means of production, including any confidential matter, which 2W has provided the supplier with, or which 2W has paid for in full or has in their ownership, may only be used for deliveries to third parties with the prior written consent of 2W.

4.) Products released as described in 1) or 3) remain the property of 2W. Product changes, including visual modifications, and/or copies or changes of the functions, content and design of these products must not be made unless prior written consent has been given by 2W to do so.

5) In accordance with 1) to 4), the supplier will store the items for 2W, free of charge, at their own premises. Unless otherwise agreed, returns will be made no later than two years after project completion.

6) The supplier will, unless something else has been agreed, grant 2W the commercial protective rights and copyright-related rights of use for the delivery item (including for digital media such as CD-ROMs, Internet, and so on) exclusively, without restrictions on time, content and place.

This includes usage, stage, exhibition, broadcasting, reproduction, adaptation, modification and transfer rights (e.g. granting rights to business partners).

The rights also allow the results to be saved in any form whatsoever.

7.) The supplier shall indemnify 2W and its customers from all third-party claims arising from use of said protective rights if there was effectively no transfer in accordance with 4).

11. Labelling of goods

1) The supplier is to label delivery items in the way specified by 2W, or, where applicable, as agreed between the two parties. If nothing has been agreed, the goods will not be labelled.

12. Confidentiality

1) In relation to and going beyond the work done in collaboration, the supplier undertakes to keep confidential trade (business and operations) secrets and selected or evidently sensitive confidential information about 2W and its clients that were disclosed to them in connection with

this contract or were disclosed during previous contractual relationships, and to ensure that this sensitive confidential information is not disclosed to third parties and is not used incorrectly.

2) Sensitive confidential information is any information which would adversely affect the competitive situation of the client or its customers if it were made public. This relates in particular to all information, data and documents concerning products, prices, services, advertising and sales promotion concepts.

3) The supplier undertakes, within the realms of legal possibility, to get all staff (including freelancers), sub-suppliers and other third parties employed to fulfil the terms of the contract to pledge in writing that they will also comply with these provisions.

4) The supplier must gain the prior written consent of 2W before using their 2W business connections for advertising purposes.

13. Limitations of 2W's liability

13.1. For ancillary contractual claims

2W will only be liable for breaches of ancillary contractual claims if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health.

13.2. For pre- and non-contractual claims

2W will only be liable for fault at the end of the contract and for tortious actions if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health.

13.3. For any other claims

2W will only be liable for damages for other reasons, irrespective of the legal nature of the claim, if it has acted with intent or in gross negligence. This does not apply in relation to life, limb or health.

14. Place of performance, place of jurisdiction, applicable law

1) The place of performance for suppliers is the registered office of 2W.

2) The place of jurisdiction is the registered office of 2W.

3) The law of the Federal Republic of Germany applies exclusively. The rules and regulations of the CISG are not applicable.

15. Severability clause

Should one provision of these terms and conditions or any other agreements entered into be void or become void, the validity of the remainder of the contract is not affected by this. Should a gap emerge in the provisions of the agreement in this particular case, the applicable legal provisions shall apply.