

Terms and conditions of purchase

§ 1 Application

These General Terms and Conditions of Purchase (GTCP) apply to all business relationships between BBM and its suppliers. Our orders are placed exclusively on the basis of our GPC. Amendments and supplements must be made in writing. Any other general terms and conditions of the Supplier shall not apply, even if they have not been expressly objected to. Our GPC shall also apply to all future transactions with the Supplier.

§ 2 Offer

Offers must be submitted bindingly and free of charge. Any deviations from the inquiry must be expressly indicated in the offers. Prices are to be quoted including delivery on a DDP basis and including packaging.

§ 3 Orders, pricing

Orders are only binding if they are placed or confirmed in writing. They must be confirmed by the supplier immediately upon receipt. If the supplier does not object to the order, the order shall be deemed accepted without the need for an order confirmation.

The specification of the product/service is defined in the order. Product changes that lead to a change in the delivery item or the specification or the drawing requirements are only permitted if they are confirmed in writing by BBM in advance. Models, samples and other specification documents provided shall remain the property of BBM. Disclosure or use by third parties is only permitted with express written authorization.

Prices are fixed prices and include packaging and freight costs on a DDP delivery basis, unless expressly agreed otherwise in writing. The risk of shipment shall be borne by the supplier.

§ 4 Payment

Payment shall be made after delivery and receipt of invoice within 14 days with a 3% discount or within 60 days without deduction.

In the event of defective delivery, BBM shall be entitled to withhold payment pro rata until proper fulfillment

§ 5 Confidentiality

The supplier undertakes to treat all non-public commercial and technical details of which it becomes aware through the business relationship as business secrets. Drawings, models and data, templates and samples as well as similar objects may not be handed over or made accessible to third parties. The supplier may only use knowledge obtained from the business relationship for the jointly pursued purposes. This obligation shall not apply to documents or knowledge which are generally known or which were already known to the Supplier upon receipt without the Supplier being obliged to maintain confidentiality.

The Supplier may not use the fact of the business relationship for advertising or public relations purposes without BBM's consent. Subcontractors shall be obligated to comply with this provision. BBM shall be entitled to process the personal data received within the scope of the business relationship in accordance with the Federal Data Protection Act.

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§ 6 Means of production / materials provided

Production equipment such as models, samples, gauges, drawings or similar provided by BBM to the Supplier as well as material and parts provided free of charge shall remain the property of BBM and may not be passed on to third parties without written permission - even after the end of the contract. The means of production must be returned to BBM free of charge after the end of the contract.

§ 7 Delivery and performance dates

Compliance with the agreed delivery dates is an essential contractual obligation. Decisive for compliance with the delivery dates is the receipt of the delivery including the delivery documents at the prescribed place of receipt or the provision of the service. If delivery "free works" has not been agreed, the supplier must make the goods available in good time, taking into account the usual time for loading and dispatch. (6) Insofar as the above-mentioned securities exceed the claims to be secured by more than 10%, we are obliged to release the securities at our discretion at the buyer's request.

(7) If our retention of title loses its validity in the case of deliveries abroad or for other reasons, the customer shall be obliged to immediately grant us security for the delivered items or other security for our claims which is effective under the applicable law and comes as close as possible to the retention of title under German law.

§ 8 Delivery delay

If the agreed delivery date is not met due to circumstances for which the Supplier is responsible, the Supplier shall be obliged to compensate BBM for the damage caused by the delay. If it becomes apparent that the delivery date will be exceeded, the Supplier shall inform BBM without delay, stating the expected duration.

§ 9 Contractual duty

Significant breaches of the contractual obligation by the Supplier, which entail a significant disadvantage for BBM, shall entitle BBM to withdraw from the order without setting a grace period and to claim damages.

§ 10 Notification of defects and liability

BBM shall immediately notify the Supplier in writing of any defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the Supplier waives the objection of delayed notification of defects. BBM shall be entitled to demand, at its discretion, either rectification of the defect or delivery of a new item. The right to claim damages is expressly reserved. If the Supplier defaults in remedying the defect, BBM shall be entitled to remedy the defect itself or have it remedied by a third party at the expense of the Supplier. Any resulting costs shall be borne by the Supplier.

In all other respects, the statutory provisions shall apply.

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§ 11 Right of cancellation

BBM shall be entitled to withdraw from the contract until delivery against reimbursement of the actual and proven costs incurred.

§ 12 Inspection obligation and takeover

The Supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data for its deliveries and services. Changes to the delivery item require the prior written consent of BBM.

Acceptance of the deliveries and services shall be exclusively subject to inspection for correctness and suitability. Payment of the purchase price does not constitute acceptance of a defect-free delivery in accordance with the regulations. The Supplier warrants that its deliveries and services are free of defects and in compliance with regulations, and that they comply with the order, the specifications and technical documents, the statutory and official regulations applicable at the place of performance, the applicable standards of BBM and the relevant standards. It is the responsibility of the Supplier to check the suitability of the standards, norms and guidelines to be applied according to the order.

In all other respects, the warranty shall be governed by the statutory provisions.

§ 13 Property rights

The Supplier shall be liable for ensuring that no third-party rights are infringed in connection with or by its deliveries. Should the use of the delivery item infringe the property rights of third parties, the Supplier shall indemnify BBM against all claims if the Supplier is at fault. Further legal claims shall remain unaffected.

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

The place of performance shall be BBM's registered office or a destination specified by BBM.

The place of jurisdiction shall be Bielefeld. However, BBM shall also be entitled to appeal to the courts at the Supplier's registered office.

The law of the Federal Republic of Germany shall apply exclusively. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.

Should any provision of these terms and conditions and the agreements made be or become invalid, this shall not affect the validity of the remainder of the contract.

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