GENERAL TERMS AND CONDITIONS OF PURCHASE OF ROHR BAGGER GMBH

I. Scope

1. These General Terms and Conditions of Purchase (‚**TCP**') apply to all business relationships with our business partners concerning supplies and services (hereinafter collectively referred to as '**supplies'**) provided by a seller, contractor or service provider (hereinafter collectively referred to as '**Contracting Party'**) to Rohr Bagger GmbH (hereinafter **'Rohr Bagger**'). These TCP shall apply only insofar as our Contracting Party is a legal entity under public law, a special fund under public law or an entrepreneur within the meaning of Section 14 of the German Civil Code (*Bürgerliches Gesetzbuch*, '*BGB'*). The TCP shall also apply to future business dealings between Rohr Bagger and the Contracting Party and to future supplies provided by the Contracting Party, in their currently valid version, even if these TCP are not expressly agreed upon again.
2. These TCP apply exclusively. Rohr Bagger does not recognise any General Terms and Conditions of the Contracting Party that deviate from, conflict with or supplement these TCP, unless and only to the extent that Rohr Bagger has expressly agreed to them. This requirement for consent and these TCP shall apply in all cases, for example even where the Contracting Party's delivery is accepted without reservation whilst Rohr Bagger is aware of the Contracting Party's terms and conditions that conflict with, deviate from or supplement these TCP.
3. These TCP, in the version valid at the time of Rohr Bagger's order, shall also apply to all future transactions with the Contracting Party, even if no reference is made to these TCP in individual cases.
4. Legally relevant declarations and notifications to be made by the Contracting Party to Rohr Bagger after the conclusion of the contract, such as the setting of deadlines, reminders and notices of withdrawal, must be made in writing. 'In writing' for the purposes of these TCP includes both written and text form. Statutory formal requirements and further evidence, in particular where there are doubts as to the legitimacy of the person making the declaration, remain unaffected.

II. Orders, Conclusion of Contract

1. Supply contracts (order and acceptance) and call-off orders, as well as any amendments and additions thereto, must be made in text form.
2. If the Contracting Party does not accept the order within five (5) working days of receiving it, Rohr Bagger shall be entitled to revoke the order.
3. Rohr Bagger may at any time demand changes to the design and specification of the supplies, provided that such changes are reasonable for the Contracting Party. In doing so, the implications, in particular with regard to additional and reduced costs as well as delivery dates, must be settled by mutual agreement in an appropriate manner.

III. Prices, Terms of Payment

1. The price stated in Rohr Bagger´s order is binding. Unless otherwise agreed, the price includes delivery 'free to the door' (*frei Haus*), comprising transport, packaging, transport costs and insurance, assembly and / or installation, taxes, customs duties and fees, and insurance costs. All prices are exclusive of statutory value added tax, which shall be shown separately.
2. The purchase price or remuneration for work shall become due upon full delivery and performance (including any agreed acceptance) and receipt of a valid invoice.
3. Unless otherwise agreed in writing, Rohr Bagger shall pay the price (i) within 14 days of the due date with a 3 per cent discount, or (ii) net within 30 days of receipt of the invoice. In the event of acceptance of early deliveries, the due date shall be determined by the agreed delivery date.
4. Payment shall be made by bank transfer. In the case of a bank transfer, payment shall be deemed to have been made on time if the transfer instruction is received by the bank before the payment deadline expires; Rohr Bagger shall not be liable for any delays caused by the banks involved in the payment process.
5. The Contracting Party shall only have a right of set-off and/or retention in respect of counterclaims that have been legally established or are undisputed.

IV. Delivery, delivery dates and deadlines, delay in delivery, default of acceptance

1. The dates and deadlines specified by Rohr Bagger in the order or, where applicable, agreed upon, are binding. Compliance with the delivery date or delivery period shall be determined by the receipt of the goods by Rohr Bagger, including any documents relating to the goods, at the delivery address specified in the order. Unless delivery 'ex works' has been agreed, the Contracting Party must make the goods available in good time, taking into account the usual time required for loading and dispatch.
2. The Contracting Party is obliged to inform Rohr Bagger immediately in writing if circumstances arise or become apparent to them which are likely to result in a delay. However, this shall not affect the Contracting Party's responsibility to meet the agreed delivery time.
3. All order confirmations, delivery documents and invoices must state the order number, the item number, the delivery quantity and the delivery address. Should one or more of these details be missing and this result in a delay in processing by Rohr Bagger in the normal course of business, the terms of payment shall be extended by the duration of the delay.
4. Even if shipment of the supplies has been agreed, the risk shall not pass to Rohr Bagger until the supplies have been handed over at the agreed destination.
5. The Contracting Party is not entitled to make partial deliveries without the prior written consent of Rohr Bagger.
6. In the event of a delay in delivery, Rohr Bagger shall be entitled to the statutory claims. In addition, in the event of a delay on the part of the Contracting Party, Rohr Bagger may claim compensation amounting to 0.25 % of the net price of the order per completed calendar day, up to a maximum of 5 % of the net price of the supplies performed late. The contractual penalty shall be set off against the loss resulting from the delay to be compensated by the Contracting Party. Rohr Bagger reserves the right to prove that a higher loss has been incurred. The Contracting Party reserves the right to prove that no loss has been incurred at all or that only a significantly lower loss has been incurred.
7. The statutory provisions shall apply to the occurrence of default in acceptance. However, the Contracting Party must expressly offer to perform its obligation to Rohr Bagger even if a specific or determinable calendar period has been agreed for an act or cooperation on the part of Rohr Bagger.

V. Notification of defects, liability for defects

1. The statutory provisions for the incoming good inspection apply only subject to the following conditions: Rohr Bagger is only required to inspect the delivered goods on a random basis after delivery to check whether the delivered goods corresponds to the type ordered, for obvious transport damage, quantity discrepancies based on the delivery documents, and other obvious defects that are apparent, and shall notify the Contracting Party of any identified defects within seven (7) working days. If the defect was not apparent at the time of delivery and such a defect becomes apparent later (*hidden defect*), Rohr Bagger notify the Contracting Party no later than seven (7) working days after the discovery. Where acceptance has been agreed, there is no obligation to inspect the goods.
2. Rohr Bagger's statutory claims for defects apply without restriction. In any event, those product descriptions which – in particular through designation or reference in an order placed by Rohr Bagger – form part of the relevant contract shall be deemed to constitute an agreement on the quality of the supplies. It makes no difference whether the product description originates from the Contracting Party, from Rohr Bagger or from the manufacturer.
3. Rohr Bagger may, at its discretion, require the Contracting Party to remedy the defect or to supply a new good. Further rights, in particular to compensation, are reserved.
4. Subsequent performance shall also include the removal of the defective goods and their reinstallation, provided that, by virtue of their nature and intended use, the goods were installed in or attached to another item before the defect became apparent. Rohr Bagger's statutory right to reimbursement of necessary expenses (removal and installation costs) remains unaffected.
5. If the Contracting Party fails to fulfil its obligation to provide subsequent performance within a reasonable period set by Rohr Bagger, Rohr Bagger may remedy the defect itself and demand that the Contracting Party reimburse the expenses incurred in doing so or provide a corresponding advance payment. If the Contracting Party's remedy has failed or is unreasonable for Rohr Bagger (e.g. due to particular urgency, a threat to operational safety or the imminent occurrence of disproportionate damage), no deadline need be set.

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6. The limitation period is 36 months, calculated from the transfer of risk, unless statutory provisions provide for a longer warranty period [*Gewährleistungsfrist*]. Where acceptance has been agreed, the foregoing shall apply mutatis mutandis.
7. Work performed under a contract for services must be formally accepted by Rohr Bagger. The Contracting Party must notify Rohr Bagger in writing and in good time that the work is ready for acceptance. Implied and deemed acceptances are excluded.
8. Rohr Bagger shall only be liable for unjustified requests to remedy defects if Rohr Bagger, through gross negligence or wilful misconduct, failed to recognise that no defect existed.
9. In the event of a Contracting Party's recourse claim, Rohr Bagger shall, before acknowledging or fulfilling a claim for defects (including reimbursement of expenses) asserted by its customer, notify the Contracting Party and request a written statement, providing a brief summary of the facts. If the Contracting Party fails to provide a substantiated statement within a reasonable period and no amicable solution is reached, the claim for defects actually granted by Rohr Bagger shall be deemed to be owed to the customer. In this case, the burden of proof lies with the Contracting Party. Claims by Rohr Bagger arising from recourse against the Contracting Party shall also apply if the defective goods have been combined with another product or otherwise further processed by Rohr Bagger, its customer, purchaser or a third party, e.g. through fitting, mounting or installation.

VI. Spare parts

1. The Contracting Party is obliged to maintain a stock of spare parts for the delivered products for a period of at least five (5) years following delivery.
2. If the Contracting Party intends to cease production of spare parts for the products supplied to Rohr Bagger during or after the expiry of the aforementioned period, it shall notify Rohr Bagger of this in writing immediately after the decision to cease production has been taken. This decision must be given at least three (3) months before production ceases.

VII. Retention of title

1. The transfer of title to the goods to Rohr Bagger shall take place without any condition and irrespective of payment of the price. All forms of retention of title on the part of the Contracting Party, in particular extended retention of title (erweiterte Eigentumsvorbehalt), retention of title transferred to third parties (weitergeleitete Eigentumsvorbehalt) and retention of title extended to cover further processing (verlängerte Eigentumsvorbehalt), are excluded. However, should Rohr Bagger, in individual cases and subject to express written confirmation, accept an offer from the Contracting Party for the transfer of title conditional upon payment of the purchase price, the Contracting Party's retention of title shall lapse at the latest upon payment of the purchase price for the delivered goods. In any event, Rohr Bagger remains authorised to resell the goods even prior to payment of the purchase price, subject to the advance assignment of the resulting claim.
2. In the event that the Contracting Party process, mixes and / or combines goods supplied by Rohr Bagger with other items that are not owned by Rohr Bagger, such process or transformation shall be carried out on Rohr Bagger´s behalf. Where Rohr Bagger ourselves carry out further processing of the delivered goods, Rohr Bagger shall be deemed the manufacturer and shall acquire ownership of the goods at the latest upon such further processing in accordance with the statutory provisions.

VIII. Quality and Documentation

1. The Contracting Party must comply with the recognised rules of the art, the relevant statutory provisions, the safety regulations, the agreed specifications and the agreed technical data in respect of its deliveries. Any changes to the delivered goods require the prior written consent of Rohr Bagger. Irrespective of this, the Contracting Party must continuously monitor the quality of the goods to be supplied and inform Rohr Bagger of any opportunities for quality improvement.
2. Any changes to the specifications require prior approval by Rohr Bagger. The approval of samples or prototypes does not constitute a waiver of warranty claims.

IX. Hazardous Substances, Product Information

1. The supplies must be manufactured and labelled in accordance with the provisions of the Hazardous Substances Ordinance and the EC/EU Directives on hazardous substances/preparations.
2. The Contracting Party undertakes to provide Rohr Bagger with all necessary product information, in particular regarding composition and shelf life, e.g. safety data sheets, processing instructions, labelling regulations, assembly instructions, health and safety measures, etc., including any amendments thereto, in good time prior to delivery or provision of the service.
3. The Contracting Party warrants [*gewährleistet*] that the goods to be supplied do not contain any conflict minerals within the meaning of the EU Conflict Minerals Regulation (EU) 2017/821 (gold, tin, tantalum, tungsten or compounds of the aforementioned substances originating from the Democratic Republic of the Congo or neighbouring states of the Democratic Republic of the Congo). The Contracting Party shall, upon request, provide Rohr Bagger with information regarding the origin of the aforementioned substances and/or compounds.

X. Compliance with Laws

1. The Contracting Party warrants [*gewährleistet*] that no applicable legal provisions are infringed by or in connection with its supplies. Upon request, the Contracting Party must provide Rohr Bagger with evidence of compliance by submitting appropriate documents.

XI. Manufacturer's Liability

1. Insofar as the Contracting Party is liable for product damage, it is obliged to indemnify Rohr Bagger against claims for damages by third parties upon first request, to the extent that the cause lies within its sphere of control and organisation and it is itself liable in its dealings with third parties.
2. Within the scope of its liability for claims for damages and its obligation to indemnify as set out in paragraph 1 above, the Contracting Party is also obliged to reimburse any expenses (e.g. pursuant to Sections 683 and 670 of the German Civil Code (BGB)) arising from or in connection with a lawful product recall carried out by Rohr Bagger or its customers. Rohr Bagger shall, as far as possible and reasonable, inform the Contracting Party in advance of the content and scope of the recall measures to be carried out and give the Contracting Party the opportunity to comment. Other statutory claims remain unaffected.
3. The Contracting Party must take out and maintain product liability insurance with a lump-sum cover of at least EUR 5,000,000.00 (in words: five million euros) for personal injury or property damage.

XII. Drawings, designs and other documents

1. Any illustrations, plans, samples, drawings, designs, calculations, implementation instructions, product descriptions and other documents (collectively referred to as 'Documents') provided or otherwise made available by Rohr Bagger shall remain the property of Rohr Bagger. Rohr Bagger reserves all copyright in documents subject to copyright.
2. The Contracting Party shall use the Documents only for the performance of the contract. The reproduction of Documents is permitted only to the extent required for operational purposes and in accordance with copyright provisions. Upon fulfilment and completion of the contract, all Documents (including any copies made) must be returned to Rohr Bagger or deleted. The Contracting Party shall have no right of retention in respect of these Documents.
3. The Documents must always be kept confidential vis-à-vis third parties, even after the contract has ended. The obligation of confidentiality shall only cease to apply if and to the extent that the knowledge contained in the Documents provided has become generally known. Confidentiality agreements concluded between the Contracting Party and Rohr Bagger and statutory provisions on the protection of trade secrets remain unaffected by this.
4. The Contracting Party must also oblige its subcontractors to comply with the above obligations.
5. The above provisions apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which Rohr Bagger provides to the Contracting Party for the purposes of manufacture. Such items must, as long as they

have not been processed, be stored separately at the Contracting Party's expense and insured to an appropriate extent against destruction and loss.

XIII. Industrial property rights

1. The Contracting Party warrants that the goods supplied by it do not infringe any third-party industrial property rights in countries of the European Union or in other countries in which it manufactures the products or has them manufactured. The Contracting Party shall be liable and is obliged to indemnify Rohr Bagger against all claims brought by third parties against Rohr Bagger on account of such an infringement of industrial property rights, and to reimburse Rohr Bagger for all necessary expenses incurred in connection with such a claim. This shall not apply if the Contracting Party can prove that it is not responsible for the infringement of third-party rights.
2. Any further statutory claims arising from defects in title in the delivered products remain unaffected.
3. The limitation period is 36 months from the transfer of risk, unless statutory provisions provide for a longer warranty period [*Gewährleistungsfrist*].
4. The Contracting Party and Rohr Bagger shall immediately inform each other of any risks of infringement that come to light and of any alleged instances of infringement and shall give each other the opportunity to counter such claims by mutual agreement.
5. Upon request by Rohr Bagger, the Contracting Party shall disclose the use of published and unpublished proprietary and licensed industrial property rights and applications for such rights in relation to the goods supplied.

XIV. Confidentiality

1. The Contracting Party is obliged to keep the terms of the order, as well as all information and Documents provided to it by Rohr Bagger for this purpose (with the exception of publicly available information), confidential for a period of 3 years following the date of delivery and to use them solely for the purpose of fulfilling the order. The Contracting Party shall, upon request, immediately return the aforementioned Documents to Rohr Bagger following the completion of the order or the resolution of any related enquiries.
2. The Contracting Party may only use the business relationship for advertising purposes with the prior written consent of Rohr Bagger.
3. The Contracting Party shall impose corresponding obligations on its subcontractors.

XV. Code of Conduct

1. For Rohr Bagger, respect for human rights, compliance with the law and adherence to sustainability and integrity in its business dealings are of the utmost importance. To this end, Rohr Bagger has adopted a Code of Conduct, which is available in the downloads section on the following website: www._____. The Contracting Party must comply with the current Code of Conduct at all times and ensure compliance with its provisions. The Code of Conduct and the provisions set out therein form an integral part of the business relationship. The Contracting Party shall therefore also ensure that its own suppliers and subcontractors comply with these rules of conduct. In the event of a breach of the Code of Conduct by the Contracting Party, Rohr Bagger reserves the right to terminate the business relationship and the underlying contracts in accordance with statutory provisions, following the setting of a reasonable period of notice.

XV. General Provisions and Jurisdiction

1. Unless otherwise agreed between the contracting parties, the place of performance for deliveries shall be the registered office of Rohr Bagger.
2. These TCP and all and any business relationships between Rohr Bagger and the Contracting Party shall be governed by German law, excluding the rules of private international law. The UN Convention on the International Sale of Goods (CISG) does not apply.
3. The exclusive place of jurisdiction, including for international disputes, for all disputes arising directly or indirectly from the business relationship between us and the Contracting Party shall be Rohr Bagger´s registered office, provided the Contracting Party is a trader within the meaning of the German Commercial Code [Handelsgesetzbuch], a legal entity under public law or a special fund under public law. The same shall apply if the Contracting Party is an entrepreneur within the meaning of Section 14 of the German Civil (BGB). However, in all cases Rohr Bagger is also entitled to bring an action at the place of performance of the delivery obligation or of any overriding individual agreement, or at the Contracting Party´s general place of jurisdiction. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

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