

Sinto Advanced Ceramics Europe GmbH

Purchasing Terms and Conditions

Applicable in business transactions with entrepreneurs, legal entities under public law and special funds under public law for the regulation of our purchasing processes within the scope of our worldwide business activities.

1. General

Our Purchasing Terms and Conditions shall apply exclusively; we shall recognize any general terms and conditions of the supplier that conflict with or deviate from our Purchasing Terms and Conditions only to the extent that we have expressly agreed to them in writing. Acceptance of the supplier's goods or services (hereinafter: contractual item) or payment for them shall not constitute consent, even if acceptance or payment is made with knowledge of conflicting or supplementary contractual terms of the supplier. Likewise, any previously agreed contractual terms of the supplier that conflict with or supplement these Purchasing Terms and Conditions shall no longer be recognized.

2. Conclusion of Contracts and Contract Amendments

- 2.1 Orders, contracts and delivery schedules as well as their amendments and supplements must be made in writing.
- 2.2 Oral agreements of any kind – including subsequent amendments and supplements to our Purchasing Terms and Conditions – require our written confirmation in order to be effective.
- 2.3 The written form requirement is also met by telefax, remote data transmission or email.
- 2.4 Cost estimates are binding and shall not be remunerated unless expressly agreed otherwise.
- 2.5 If the supplier does not accept the order within two weeks of receipt, we shall be entitled to revoke it.
- 2.6 Delivery schedules within the scope of an order and call-off planning shall become binding unless the supplier objects within two working days of receipt.
- 2.7 At our request, the supplier is obliged to have a TISAX assessment (<https://enx.com/en-US/TISAX/>) carried out within a reasonable period with the TISAX assessment objective requested by us and to submit the result to us.

3. Delivery

- 3.1 Agreed dates and deadlines are binding. Receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. If delivery "free works" (DAP or DDP pursuant to Incoterms® 2020) has not been agreed, the supplier shall make the goods available in due time, taking into account the time required for loading and shipment to be coordinated with the carrier.
- 3.2 If the supplier has undertaken installation or assembly, the supplier shall bear all necessary expenses, such as travel costs, provision of tools and allowances.
- 3.3 If agreed dates are not met, the statutory provisions shall apply. If the supplier anticipates difficulties with regard to production, the supply of preliminary materials, compliance with the delivery date or similar circumstances that could prevent timely delivery or delivery in the agreed quality, the supplier shall immediately notify our ordering department.
- 3.4 Unconditional acceptance of a delayed delivery or service, as well as any mutual agreement on a different delivery date that takes the delay into account, shall not constitute a waiver of any claims for compensation to which we are entitled due to the delayed delivery or service; this shall apply until full payment of the remuneration owed by us for the affected delivery or service.
- 3.5 Partial deliveries are generally not permitted unless we have expressly agreed to them or they are reasonable for us.
- 3.6 For quantities, weights and dimensions, the values determined by us during the incoming goods inspection shall be decisive, subject to proof to the contrary.
- 3.7 For all software deliveries by the supplier that are part of the product scope of delivery, whether as a standalone product or as a component of delivered hardware, for use in or in connection with products manufactured and/or distributed by Sinto, the supplier grants a non-exclusive, worldwide, perpetual and irrevocable right of use for the licensed software.
- 3.8 This also includes sublicensing, leasing or any other form of transfer of the software to companies affiliated with us within the meaning of Section 15 AktG as well as to our subcontractors who are entrusted with manufacturing our products and require a right to use the software in this context. Permitted use also includes transferring the software as part of a hardware product to customers and granting rights of use thereto, insofar as this is necessary for use of the hardware.
- 3.9 With respect to software made available, including documentation, we also have the right to use it with the agreed performance characteristics and to the extent necessary for contractual use of the product. We may create a reasonable number of backup copies.

4. Force Majeure

4.1 Force majeure, operational disruptions for which we are not responsible, unrest, governmental measures and other unavoidable events, such as pandemics, shall release us from our obligation to accept ordered goods or services on time for the duration of the event. Both parties are obliged to provide each other without delay with the necessary and reasonable information and to temporarily adapt their obligations in good faith to the changed circumstances, in particular to any changed market requirements. During such events and within two weeks after their end, we shall be entitled—without prejudice to our other rights—to withdraw from the contract in whole or in part if an adjustment is not suitable, provided that such events are not of insignificant duration.

4.2 The provisions of Section 4.1 shall also apply in the event of industrial action.

5. Shipping Notice and Invoice

The information stated in our orders and delivery schedules shall apply. The invoice shall be sent in single copy, quoting the invoice number and other allocation references, to the address printed on the relevant order; it must not be enclosed with the shipments.

6. Pricing and Transfer of Risk

Unless otherwise agreed, prices shall be understood as delivered to the named place of delivery “Free Carrier” (FCA pursuant to Incoterms® 2020), including packaging. Value-added tax is not included. The supplier shall bear the risk of loss or damage to the goods until the goods have been loaded onto a means of transport provided by us or our representative or, depending on the agreement, until the place to which the goods are to be delivered in accordance with the order.

7. Payment Terms

Unless otherwise agreed, payment of the invoice shall be made within 30 days after receipt of a proper invoice at the invoice address specified by us. Payment shall be made subject to invoice verification and after receipt of the goods or performance of the service.

8. Notification of Defects

8.1 Upon receipt of goods, we shall inspect the goods only for obvious damage, in particular transport damage, and deviations in identity and quantity of the delivery, unless otherwise agreed with the supplier in a quality assurance agreement.

8.2 We shall notify defects without undue delay after their discovery.

8.3 In this respect, the supplier waives the objection of late notification of defects.

9. Claims for Defects

9.1 The statutory provisions regarding material defects and defects of title shall apply unless otherwise provided below.

9.2 We shall have the right to choose the type of subsequent performance. The place of performance for subsequent performance shall be the intended location of the item. This is the place where the item is located at the time the defect is notified.

9.3 If, following our request to remedy a defect, the supplier does not begin remedying the defect, we shall be entitled in urgent cases, after setting a reasonably short deadline for remedy, in particular to avert acute risks or avoid greater damage, to remedy the defect ourselves or have it remedied by third parties at the supplier's expense.

9.4 The supplier shall indemnify us against third-party claims arising from the infringement of third-party rights by the contractual item, unless the supplier proves that it is not responsible for the infringement. In addition, upon request, the supplier shall promptly provide us with the information and documents relating to its services that are required to defend against such third-party claims. The supplier shall support freedom from third-party intellectual property rights with respect to the contractual item by appropriate measures, such as searches for third-party intellectual property rights, and shall provide us with corresponding documents and analysis materials upon request.

9.5 The limitation period for indemnification claims shall be three years. The limitation period for indemnification claims shall begin at the end of the year in which the claim arose and we became aware of the circumstances giving rise to the claim and of the identity of the debtor, or would have become aware of them without gross negligence. Any longer statutory limitation periods shall take precedence. This shall also apply to the aforementioned additional claim for information and documents.

9.6 Claims for material defects shall become time-barred after three years, unless the item has been used for a building in accordance with its customary use and has caused the defectiveness of that building. Except in cases of fraudulent concealment, the limitation period shall begin upon delivery of the contractual item (transfer of risk). Any longer statutory limitation periods shall take precedence.

- 9.7 For claims based on defects of title, the provision in Section 9.5 concerning the limitation period for indemnification claims shall apply accordingly. Any longer statutory limitation periods shall take precedence.
- 9.8 If the supplier fulfils its obligation of subsequent performance by making a replacement delivery, the limitation period for the goods delivered as replacement shall begin anew upon their delivery, unless the supplier has expressly and correctly reserved the right, when providing subsequent performance, to make the replacement delivery only as a gesture of goodwill, to avoid disputes or in the interest of maintaining the supply relationship.
- 9.9 As part of subsequent performance, the supplier shall bear the transport, travel, labour, installation, removal and material costs. If, as a result of a defective delivery, we incur costs and expenses in connection with the repair or replacement of the contractual item that we were reasonably entitled to incur, in particular costs and expenses for sorting, for incoming inspection exceeding the usual scope, for the examination and analysis of the defect, as well as costs for involving external or internal personnel, the supplier shall bear these costs unless it is not responsible for the defect. Any contributory negligence on our part shall be taken into account when determining the recoverable costs pursuant to Section 254 BGB.
- 9.10 The supplier shall be liable for the fault of its sub-suppliers as for its own fault.

10. Product Liability and Recall

- 10.1 In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the supplier. In cases of fault-based liability, however, this shall apply only if the supplier is at fault. If the cause of the damage lies within the supplier's sphere of responsibility, the supplier must prove that it is not at fault.
- 10.2 In the cases referred to in Section 10.1, the supplier shall bear all costs and expenses, including the costs of any legal action, unless the costs are not necessary and reasonable overall.
- 10.3 In all other respects, the statutory provisions shall apply.
- 10.4 Before a recall action that is wholly or partly the result of a defect in the contractual item delivered by the supplier, we shall inform the supplier, give it the opportunity to participate and consult with it regarding efficient implementation, unless informing or involving the supplier is not possible due to particular urgency. To the extent that a recall action is the result of a defect in the contractual item delivered by the supplier, the supplier shall bear the costs of the recall action unless it is not responsible for the defect. Any contributory negligence on our part shall be taken into account in determining the amount of the costs to be borne by the supplier pursuant to Section 254 BGB.

11. Rights of Withdrawal and Termination

- 11.1 In addition to the statutory rights of withdrawal, we shall be entitled to withdraw from the contract if there is or threatens to be a material deterioration in the supplier's financial circumstances and this jeopardizes the fulfilment of a delivery obligation towards us.
- 11.2 We shall also be entitled to withdraw from the contract if the supplier becomes insolvent, ceases payments, is threatened with insolvency within the meaning of Section 18 InsO or shows signs of over-indebtedness, if an application is made for the opening of insolvency proceedings or comparable debt settlement proceedings over the supplier's assets or business, or if the opening of insolvency proceedings over the supplier's assets is refused due to lack of assets.
- 11.3 In the case of a continuing obligation, Sections 11.1 and 11.2 shall apply mutatis mutandis, with the proviso that an extraordinary right of termination without notice shall replace the right of withdrawal.
- 11.4 If the supplier has rendered partial performance, we shall be entitled to withdraw from the entire contract only if we have no interest in the partial performance.
- 11.5 If we withdraw from or terminate the contract on the basis of the contractual rights of withdrawal or termination set out above, the supplier shall compensate us for the damage arising therefrom, unless the supplier is not responsible for the circumstances giving rise to the rights of withdrawal or termination.
- 11.6 Statutory rights and claims shall not be restricted by the provisions contained in this Section

12. Performance of Work

- 12.1 Suppliers who perform work on the factory premises in fulfilment of the contract must comply with the applicable laws and regulations as well as our operational rules. The supplier is obliged to appoint a person responsible for the execution of the order who ensures the supervisory and control duties. The supplier's responsible person is obliged to coordinate with our coordinator before carrying out the work, take suitable protective measures, and inform us and affected third parties about mutual hazards, including the measures taken accordingly. Suppliers are responsible for instructing and ensuring the safety of their employees and commissioned subcontractors as well as

for safeguarding sources of danger vis-à-vis third parties. The supplier may only deploy sufficiently qualified employees and operationally safe work equipment on the factory premises. Accidents occurring on the factory premises must be reported to us immediately.

12.2 Suppliers who receive access to IT systems of Sinto Advanced Ceramics Europe GmbH for the fulfilment of their contract must limit the group of employees entitled to access as far as possible and, upon request, notify Sinto Advanced Ceramics Europe GmbH of their names in writing. They may neither independently change granted access rights nor transfer them to a third party. When performing administrator activities, they may grant or change access rights only in accordance with the existing rules. Access to data of Sinto Advanced Ceramics Europe GmbH must be kept as limited as possible and logged. The supplier must ensure that, when access is made using its IT systems, no unauthorized third parties can access IT systems of Sinto Advanced Ceramics Europe GmbH, including via connections from its IT systems to other external networks.

12.3 The supplier may only deploy sufficiently qualified employees who are bound to comply with requirements on data backup, data protection and confidentiality and who are trained regularly. The supplier must ensure that its employees perform the respective tasks with the necessary care, use only those technical facilities to which they have authorized access in accordance with their granted access authorization when accessing IT systems of Sinto Advanced Ceramics Europe GmbH, refrain from any attempt to access applications and/or data to which they do not require access for the fulfilment of their tasks, do not make any unauthorized change or transfer of access rights, and access the internet via IT systems of Sinto Advanced Ceramics Europe GmbH only if this is necessary for the fulfilment of the contractual service.

13. Provision of Materials

Materials, parts, containers and special packaging supplied by us against payment or provided free of charge ("provided materials") shall remain our property, where payment is owed, until payment has been made in full. They may only be used for their intended purpose. Processing and assembly of the provided materials shall be carried out on our behalf. It is agreed that we shall be co-owners, in the ratio of the value of the provided materials to the value of the overall product, of the products manufactured using our materials and parts, which shall to this extent be kept by the supplier on our behalf. We reserve co-ownership of the products manufactured using our provided materials until full fulfilment of our claims arising from the provision of materials. The supplier is entitled to resell the products manufactured using our provided materials in the ordinary course of business subject to retention of title. The supplier hereby assigns to us in full all claims, including ancillary rights, to which it is entitled from the resale of these products. The assigned claims serve to secure our claims arising from the provision of materials. The supplier is entitled to collect the assigned claims. We may revoke the supplier's rights under this Section 13 if the supplier does not properly fulfil its obligations towards us, falls into payment default, ceases payment, or if the supplier applies for the opening of insolvency proceedings or comparable debt settlement proceedings over its assets. We may also revoke the supplier's rights under this Section 13 if there is or threatens to be a material deterioration in the supplier's financial circumstances or if the supplier is insolvent or over-indebted. If the value of the securities existing for us exceeds the total value of our claims by more than 10%, we shall, at the supplier's request, release securities of our choice to that extent.

14. Documents and Confidentiality

14.1 All business or technical information made accessible by us, including characteristics that can be derived from objects, documents or software handed over, as well as other knowledge or experience, must be kept confidential from third parties as long as and to the extent that it is not demonstrably publicly known, and may be made available within the supplier's own business only to those persons who must necessarily be involved for the fulfilment of the contractual purpose and who are likewise bound to confidentiality; such information shall remain our exclusive property. Without our prior written consent, such information may not be reproduced or used commercially, except for deliveries to us. At our request, all information originating from us, including any copies or records made, and objects provided on loan must be returned to us or destroyed immediately and in full. We reserve all rights to such information, including copyrights and the right to apply for industrial property rights such as patents, utility models, semiconductor protection rights, etc. To the extent such information has been made accessible to us by third parties, this reservation of rights shall also apply in favour of those third parties.

14.2 Products manufactured according to documents designed by us, such as drawings, models and the like, or according to our confidential information, or using our tools or replicated tools, may neither be used by the supplier itself nor offered or supplied to third parties. This shall apply mutatis mutandis to our print orders.

15. Export Control, Customs and Withholding Tax

- 15.1 The supplier is obliged to inform us in its business documents or through other communication channels specified by us, such as platforms, of any licensing requirements or restrictions relating to (re-)exports of its goods, including goods, software and technology, pursuant to the applicable export control and customs regulations as well as the export control and customs regulations of the country of origin of its goods. For goods subject to licensing requirements or restrictions, the following information must be sent to info@sinto-ace.de in good time before the first delivery: Material number, • goods description, • all applicable export list numbers, including the Export Control Classification Number pursuant to the U.S. Commerce Control List (ECCN), • non-preferential country of origin, • statistical commodity code (HS code). The supplier is obliged to provide us with the ECCN, including EAR99, for all goods subject to U.S. (re-)export control law. The supplier is obliged to inform us without delay of any changes regarding the export list numbers, including ECCN, applicable to the goods supplied to us due to technical or legal changes or official determinations.
- 15.2 The supplier is obliged to take measures appropriate to its business model to ensure supply chain security within the meaning of the WCO SAFE Framework of Standards and, in particular, to support us in any measures required to maintain authorization as an Authorized Economic Operator (AEO). The supplier undertakes to provide appropriate evidence, for example by means of authorizations or declarations, such as security declarations, declarations under C-TPAT or similar programmes. We or a third party commissioned by us are entitled to verify the supplier's evidence under this paragraph, including at the supplier's premises.
- 15.3 The supplier is obliged to inform us of the non-preferential origin of its goods. This must be stated on the relevant commercial invoice and, if required, a certificate of origin must be issued. The supplier assures us that it will provide information about the respectively prescribed preferential origin and, for deliveries of goods from a free trade agreement/preferential agreement country, attach the respectively prescribed proof of origin. For deliveries of goods within the European Union (EU), it shall issue a long-term supplier's declaration in accordance with the currently applicable EU implementing regulation within 21 days of our request. In the event of an initial delivery, the information on non-preferential and preferential origin must be communicated in writing no later than at the time of the first delivery. Subsequent changes must be notified to us in writing without delay.
- 15.4 For deliveries of goods across customs borders, the supplier is obliged to include with the delivery all required documents, such as the commercial invoice, delivery note and information for a complete and correct import customs declaration. With regard to the invoice, the following must be observed: • The invoice must additionally list separately any costs not included in the price of the goods, such as research and development costs, licence fees, tooling costs and buyer-provided materials relating to the delivery of goods. • For deliveries free of charge, the supplier is obliged to state in the pro forma invoice a value reflecting a customary market price and the note "For Customs Purpose Only".
- 15.5 The supplier shall support us by all means necessary to reduce or minimize our payment obligations with regard to customs duties or customs clearance costs.
- 15.6 In the event of seizure by customs, the supplier is obliged to support us by all available means, including by providing the requested information and documents.
- 15.7 If we pay licence fees to foreign suppliers, we are generally obliged pursuant to Section 50a of the German Income Tax Act to withhold withholding tax.
- 15.8 Withholding tax on licence fees shall not be deducted, or shall be reduced, if the supplier submits before payment of the remuneration a corresponding exemption certificate from the German Federal Central Tax Office showing that the remuneration in the Federal Republic of Germany is subject to a reduced withholding tax rate or is entirely tax-exempt due to an existing double taxation agreement.
- 15.9 If the exemption or reduction is not available at the due date, we shall withhold the statutory taxes from the invoice amount and remit them to the competent authority. We are obliged to provide the supplier with an original tax certificate for the withholding tax retained and remitted.
- 15.10 Furthermore, pursuant to Section 10 of the German Tax Haven Defence Act, we are obliged to withhold withholding tax if we pay remuneration to foreign suppliers resident in a non-cooperative jurisdiction for tax purposes according to the EU list. We shall withhold the statutory taxes from the invoice amount and remit them to the competent authority.
- 15.11 Unless otherwise agreed in the delivery or offer documents, any transfer of software, software know-how, technology or other data, such as map material, across customs borders shall take place exclusively in electronic form, for example by email or download. This clause does not apply to "embedded software" physically located on hardware.

15.12 Notwithstanding other rights and without liability towards the supplier, we are entitled to withdraw from the affected contract or terminate it without notice if the supplier repeatedly fails to fulfil the obligations under Sections 15.1 to 15.6.

16. Compliance, Social Responsibility, Sustainability and Consequences of Violations

16.1 Within the business relationship with us, the supplier undertakes neither in business dealings nor in dealings with public officials to offer or grant, request or accept benefits that violate applicable anti-corruption regulations.

16.2 Within the business relationship with us, the supplier undertakes not to enter into agreements or concerted practices with other companies that have as their object or effect the prevention, restriction or distortion of competition under the applicable antitrust regulations.

16.3 The supplier assures the payment of an adequate wage and equal pay for work of equal value without distinction, as well as compliance with the applicable laws governing the general minimum wage, and shall impose the same obligations on the sub-suppliers commissioned by it. Upon request, the supplier shall provide evidence of compliance with the foregoing assurance. In the event of a breach of the foregoing assurance to comply with the applicable laws governing the general minimum wage, the supplier shall indemnify us against third-party claims and shall be obliged to reimburse fines imposed on us in this connection.

16.4 The supplier shall take all necessary, but at least industry-standard, organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of its business operations as well as the fulfilment of its contractual obligations towards Sinto Advanced Ceramics Europe GmbH (cyber security requirements). The supplier shall impose at least substantively equivalent requirements on its sub-suppliers and subcontractors in order to ensure compliance with its foregoing obligations towards Sinto Advanced Ceramics Europe GmbH.

16.5 The supplier must respond within a reasonable time and in compliance with specified formalities to inquiries regarding compliance, social responsibility and sustainability in the supply chain as well as cyber security requirements. In addition, in the event of suspected violations of the obligations under Sections 16.1 to 16.4, the supplier must clarify possible violations without delay (in the case of cyber security, to info@sinto-ace.de), inform us of the clarification measures taken and, in justified cases, disclose the affected supply chain. If the suspicion proves justified, the supplier must inform us within a reasonable period of the internal company measures it has taken to remedy the current violation and prevent future violations. If the supplier does not fulfil these obligations within a reasonable period, we reserve the right to withdraw from contracts with it or terminate them with immediate effect.

16.6 In the event of serious violations of law by the supplier and in the event of violations of the provisions in Sections 16.1 to 16.5, we reserve the right to withdraw from existing contracts or terminate them without notice.

16.7 If the supplier has demonstrably entered into an agreement that constitutes an unlawful restriction of competition or unfair conduct (hereinafter "competition violation") and that concerns the products or services we obtained from the supplier during the duration of the competition violation (hereinafter "affected products"), the supplier shall be obliged to pay us liquidated damages amounting to 15% of the net purchasing turnover generated with the affected products. The supplier reserves the right to prove in individual cases that no damage or only substantially lower damage occurred. Conversely, our further contractual and/or statutory claims, in particular the assertion of higher damages, shall remain unaffected.

17. Place of Performance

Unless otherwise agreed, the place of performance shall be the place to which the goods are to be delivered in accordance with the order or where the service is to be performed.

18. Controls

18.1 Access to IT systems is logged by Sinto Advanced Ceramics Europe GmbH as required and its permissibility is reviewed on a sample basis. In addition, Sinto Advanced Ceramics Europe GmbH carries out risk analyses, anti-terrorism and sanctions list screenings as well as business partner checks. In this context, Sinto Advanced Ceramics Europe GmbH may collect, evaluate and transmit the supplier's data and, where applicable, data of its employees to external service providers. If required, the data shall also be processed for the following purposes: - to protect the infrastructure, in particular to secure and evaluate electronic data in the event of security incidents, to analyse and correct errors and technical disruptions of the IT systems of Sinto Advanced Ceramics Europe GmbH, or to determine the costs of consumed resources for internal allocation of IT costs; - to secure electronic data for evaluation in the event of violations of the compliance requirement or in court proceedings, official orders or legal defence, insofar as Sinto Advanced Ceramics Europe

GmbH has an obligation or legitimate interest in evaluating company data; - insofar as there is a contractual agreement with the contractor in this respect.

18.2 The supplier is obliged to inform its employees accordingly before transmitting their data to Sinto Advanced Ceramics Europe GmbH.

19. General Provisions

19.1 Should any provision of these Terms and Conditions and the further agreements made be or become invalid, the validity of the remaining Terms and Conditions shall not be affected. The contracting parties are obliged to replace the invalid provision with a provision that comes as close as possible to it in economic effect.

19.2 The contractual relationships shall be governed exclusively by German law, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19.3 The place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these Purchasing Terms and Conditions shall be Kempten. For proceedings before local courts, the Local Court of Kempten (87435 Kempten) shall have jurisdiction. We shall also be entitled, at our option, to sue the supplier before the court at its registered office or branch office or before the court of the place of performance.