

# General Purchase Terms of PRIMAVERA LIFE GmbH

## I. Scope, conflicting/overriding agreements

1. These General Purchase Terms (“**Purchase Terms**”) apply to all contracts we conclude with our suppliers and contractors (“**Supplier(s)**”) including our related orders and acceptance confirmations. The Purchase Terms apply exclusively. Supplier terms conflicting with or deviating from these Purchase Terms will not be accepted, unless they have been specifically approved by us, and whether or not we, being aware of Supplier business terms contrary to or deviating from these Purchase Terms, have unconditionally accepted Supplier’s deliveries and services.
2. These Purchase Terms also apply to all future transactions between Supplier and us in ongoing business relationships, whether or not they include an express reference to these Purchase Terms.
3. Any individually negotiated agreements with Supplier (including side agreements, amendments and changes) as well as any conflicting terms in our orders or acceptance confirmations shall take precedence over these Purchase Terms.
4. These Purchase Terms apply only in relation to businesses within the meaning of Sec. 14 BGB (*German Civil Code*).

## II. Written form/text form, orders, conclusion of contract, call-off orders, modification of goods/services, Supplier declaration

1. All orders and acceptance confirmations, changes and other side agreements and arrangements made prior to or at conclusion of the contract must be set forth in written form or text form (for example letter, fax, e-mail, together “**written form**” or “**in writing**”) to become legally effective.
2. Supplier must confirm all orders in writing without delay, stating the order number. We may cancel any order that Supplier has not accepted within one week after the receipt of the order. For call-off orders, our call-off notices become binding unless Supplier objects within one week after receipt; we shall notify Supplier hereof on the call-off notice.
3. Supplier shall alert us to any contradictory, incorrect or incomplete information about the goods or services in the order and await written clarification from us before dispatching the order confirmation or starting to perform the contractually agreed services.
4. At our request, Supplier shall make modifications to the goods in design and workmanship or to the agreed services, provided that the modifications are customary in the trade and reasonably acceptable for Supplier. Any additional cost caused by modifications according to the 1<sup>st</sup> sentence of this clause will be covered by us in accordance with section II.5.
5. Any price increase required by Supplier for reason of a modification under section II.4 shall be claimed within a reasonable period of time after Supplier’s receipt of our change notice and prior to implementing the modification. If the price increase is not claimed within a reasonable period of time or is claimed only after the modification has been completed, Supplier’s claim to the price increase becomes forfeited. We shall advise Supplier of this effect in the change notice. Supplier shall submit proof for any additional cost incurred. Supplier shall without delay advise us of any postponement of the date of delivery or service as may be caused by the modification.
6. Without our prior consent, Supplier will not make any modifications, for example to the design, the composition, the method of dispatch or the packaging of the goods.
7. At the conclusion of the contract Supplier shall forward to us the required declarations certifying the origin of the goods for customs purposes under the Commission Implementing Regulation (EU) 2015/2447 of 24 November 2015 laying down detailed rules for implementing certain

## General Purchase Terms of PRIMAVERA LIFE GmbH

provisions of Regulation (EU) No. 952/2013 of the European Parliament and of the Council laying down the Union Customs Code as applicable from time to time or the applicable successor provisions, unless we have been provided with a valid long-term supplier declaration. Supplier will be liable under the law for any and all disadvantages sustained by us as a result of a Supplier declaration being submitted not in proper form or late. If necessary Supplier will prove the information about the origin of the goods by way of an information certificate issued by Supplier's customs office.

### **III. Prices, invoices, payment terms, place of fulfilment for payments, setoff and withholding rights**

1. The prices indicated on our orders are fixed prices. Unless agreed otherwise, the prices are "DDP place of fulfilment" (INCOTERMS 2020) as set out in section V.2 and inclusive of all expenditures in connection with the deliveries and services owed by Supplier, in particular but not limited to the cost of any inspection, acceptance, documentation, preparation of technical documents, packaging, shipping, customs and border clearance charges, and insurance. Where "DDP place of fulfilment" has not been agreed and Supplier is obliged to dispatch the goods, Supplier shall choose the most economic shipping method. Where the agreed price is not "inclusive of packaging", the packaging shall be billed at cost.
2. Invoices must be submitted in duplicate, separate from the goods if goods are delivered, and be verifiable. Invoices must at least indicate the product number and product name, the full order reference or our order number, the date of the order, the shipping note number and the date of the delivery or service.
3. Unless agreed otherwise, payment shall be made within 14 days after delivery or (for work results) acceptance and receipt of a contractual invoice as set out in section III.2 with a 2% discount, and within 30 days net. Discountable payments will be deemed in time if we undertake the necessary transaction within the payment period. Any invoice failing to meet the criteria of section III.2 above may be rejected by us, in which case the beginning of the above periods for payment shall be determined by the date of receipt of the new, duly prepared invoice. In the event of early delivery or services the agreed date of delivery or service shall take the place of delivery or service for the calculation.
4. The place of fulfilment for all payments shall be at our registered office in Oy-Mittelberg.
5. Our rights of setoff and retention are governed by the applicable laws.

### **IV. Delivery dates and deadlines, pre-schedule deliveries and delivery by instalments, excess and short delivery, late delivery, contractual penalty**

1. All dates and times for deliveries and services as indicated by us and/or as agreed are binding.
2. Unless agreed otherwise, deliveries are "DDP place of fulfilment" (INCOTERMS 2020) as set out in section V.2. Where "DDP place of fulfilment" has not been agreed Supplier shall provide the goods in a timely manner considering the time commonly required for loading and dispatch and, if applicable, arrange for their dispatch with the carrier designated by us.
3. Pre-schedule deliveries and services, delivery/services by instalments as well as excess and short delivery are permitted only with our express consent and must be identified accordingly in the shipping papers.
4. Supplier shall advise us in writing without delay of any foreseeable delay in deliveries and services, indicating the reasons and the anticipated duration of the delay. This applies also in any event of force majeure, operational disruption, shortage of raw materials, etc. If Supplier fails to so notify us at all or in a timely manner, Supplier will be liable for any loss incurred by us unless Supplier is not responsible for the absence of a (timely) notification.

## General Purchase Terms of PRIMAVERA LIFE GmbH

5. If Supplier is late with any delivery or service, we will have the right to charge a contractual penalty in the amount of 0.3% of the net value of the goods or services with which Supplier is late but no more than 5% of the net value of such goods or services, for each completed working day (Monday to Friday except public holidays at Supplier's and at our registered office). Notwithstanding Sec. 341(3) BGB, we may claim the contractual penalty until our final duty, for example the final payment, has been fulfilled. Nothing in this shall prejudice any further rights and remedies we may have for reason of the delay. Contractual penalty payments will be credited against any claims for damages as may exist.

### V. Labelling/packaging, place of fulfilment for deliveries and services, shipping note

1. All goods must be duly and properly packaged and labelled in accordance with our instructions. Supplier will be liable for any loss incurred by us as a result of Supplier having packaged or labelled the goods improperly or contrary to our instructions, unless Supplier is not responsible for the goods having been packaged or labelled improperly or contrary to our instructions. Where Supplier is obligated to take back transport packaging in accordance with the German Packaging Act (*Verpackungsgesetz*) or foreign legislation Supplier must retrieve the packaging from the place of fulfilment at Supplier's expense.
2. The place of fulfilment for all deliveries and services shall be the place of delivery indicated on the order, unless agreed otherwise and notwithstanding the provisions of section III.4. If no place of delivery is indicated on the order, the place of fulfilment shall be at our registered office in Oy-Mittelberg.
3. Every delivery of goods must include a shipping note indicating our order number and describing the content of the delivery by our product number(s) (if stated on the order), the nature and the quantity of the goods. Supplier shall reimburse us for any cost incurred as a result of culpable noncompliance with the above provisions.

### VI. Supplier's right of retention, setoff and assignment

1. Supplier has a right of retention with respect to deliveries of goods or work results only on the basis of claims from the same contractual relationship that are undisputed or have been established by final enforceable judgment. Any setoff by Supplier shall only be permitted on the basis of Supplier counterclaims that are undisputed or have been established by final enforceable judgment.
2. Supplier shall have no right to assign its claims against us or have them collected by a third party, unless Supplier has granted its supplier an extended reservation of title in the ordinary course of business. Nothing in this shall prejudice Sec. 354a HGB (*German Commercial Code*).

### VII. Passage of title, processing of delivered goods prior to the passage of title

Where a reservation of title has been agreed for delivered goods, the title passes to us at the latest upon payment of such goods. We have the right to process, sell or otherwise dispose of delivered goods in the ordinary course of business, including before the passing of the title.

### VIII. Quality requirements, compliance, in particular RoHS / CE marking

1. Supplier in its deliveries and services is responsible for observing the current state of the art and the agreed technical data and specifications, without prejudice to further duties as may exist.
2. Supplier, at its expense, is responsible to ensure compliance of its deliveries and services with all applicable requirements of European and national law governing the lawful distribution within the European Economic Area, Great Britain and Switzerland, in particular but not limited to the

## General Purchase Terms of PRIMAVERA LIFE GmbH

Directive 2011/65/EU of the European Parliament and of the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS) as applicable from time to time and the national transposition measures. Where required by law, goods must be provided with a CE marking (for example toys, electrical and electronic equipment) and furthermore must be labelled and packaged in compliance with all other applicable legal requirements. For any delivery of electrical and electronic equipment, Supplier shall proactively and at Supplier's expense provide us with a current EU declaration of conformity prior to the delivery and shall continually update the declaration in the event of ongoing business relationships. Supplier shall be liable to us under the law for any and all losses and costs caused by any breach of these obligations, and shall indemnify us against third party claims in this respect.

3. Supplier shall comply with all other national, European and international laws applicable to the deliveries and other services, in particular but not limited to environmental protection, health and safety protection (including any minimum wage), product safety, anticorruption, antiterrorism, and data protection legislation, as applicable from time to time, at Supplier's expense. Supplier will not take part in any child labour scheme, be it actively or passively, directly or indirectly.

### **IX. Defects, warranty, statute of limitations, right of entry**

1. Our warranty rights are governed by the applicable laws, as amended by the terms of this section IX and section X.2.
2. For deliveries of goods, we must report any obvious defects to Supplier within 14 days after delivery and any hidden defects within ten days after their discovery.
3. Supplier has sole responsibility for the deliverables and work results, whether or not we have approved any drawings, calculations and other documents or attended technical or official inspections, tests and acceptance tests. This also includes proposals, recommendations and other contributions by us.
4. Supplier will bear all necessary expenditures in connection with determining and removing defects, including expenditures incurred by us. Where the defective goods have been incorporated in or attached to another product in accordance with their nature and intended purpose Supplier, as part of the duties of remedial action, shall in our discretion either undertake the removal of the defective item and fitting or attachment of the repaired or delivered defect-free item at Supplier's expense, or reimburse us for the necessary expenditures.
5. Any payment towards the agreed price or acceptance of the goods by an agent of us from Supplier prior to the determination of a defect shall not constitute an acknowledgment that the goods are free of defects or release Supplier of its liability for defects.
6. We may in our discretion choose between the removal of a defect or delivery of a replacement or, where work results are concerned, the completion of a new work result.
7. Where, due to particular urgency of the matter, it is not possible or reasonable to set a deadline for Supplier to take remedial action we, without prejudice to our legal remedies, have the right to undertake or arrange for substitute performance and claim reimbursement of the necessary expenditures from Supplier. We will give Supplier advance notice of any such substitute performance, where possible.
8. Our warranty claims shall become time-barred 36 months after the beginning of the statutory limitation; nothing in this shall prejudice any suspension or interruption of the limitation period as may be provided by law.
9. We have the right to request access to the manufacturing sites of Supplier in order to inspect the goods and work results on site for flawlessness, subject to reasonable prior notice and during normal operating hours; this includes inspections for the use of suitable materials and appropriate professionals. Supplier shall provide any information necessary for this purpose and

## General Purchase Terms of PRIMAVERA LIFE GmbH

submit the relevant documents for viewing. Where necessary to protect trade secrets of Supplier, and requested by Supplier for that reason, any such inspection shall be carried out by a third party sworn to secrecy, who must not forward any information about trade secrets to us. Inspections shall be without legal effect on any formal acceptance of the deliveries and services.

### **X. IP rights, indemnification, time bar**

1. Supplier grants us non-exclusive, perpetual, worldwide, irrevocable and assignable rights of use in all deliveries and work results eligible for intellectual property protection in order to integrate them in other products, distribute them and make them available to the public on the internet. In particular but without limitation, this includes the right to modify, edit or otherwise redesign the deliverables and work results for purposes of integration and to distribute the deliverables and work results in the original or in a modified, edited or redesigned form.
2. Supplier shall indemnify us against any and all claims of third parties resulting from any infringement of patents, copyrights, design rights, trademark rights, name rights and other intellectual property rights and applications for intellectual property rights ("**IP Rights**") through the contractually agreed use of the deliverables and work results, unless Supplier is not responsible for the infringement of rights. This applies equally to all necessary expenditures incurred by us in connection with any such third party claims, in particular the costs of legal defence. Where Supplier may be held liable under this section X.2, Supplier further will be liable for all consequential losses incurred by us, particularly as a result of shortage of supplies and disruptions of production. The claims under this section X.2 shall become time-barred 36 months after the beginning of the statutory limitation; nothing in this shall prejudice any suspension or interruption of the limitation period as may be provided by law.
3. IP Rights that arise from developments based on special orders by us or joint developments with Supplier are vested solely in us if they are based on our secret knowhow and/or if we bear the development costs. For this purpose, Supplier herewith assigns to us any and all IP Rights in such developments at the latest from the moment of their creation. If it is impossible to assign the resultant IP Rights to us, Supplier will grant us at the latest at the moment of their creation exclusive rights of use for full exploitation, in particular with no limit as to time, territory and subject matter.
4. Supplier may use any goods manufactured, services rendered or other work results made with knowledge or resources from us (such as designs, drawings, specifications), which incorporate IP Rights or secret technical knowhow or manufacturing methods of us, only to fulfil the contract with us.

### **XI. Supplier's liability for product damage, recalls, insurance**

1. Except as provided otherwise in these Purchase Terms, the liability and limitation periods shall be governed by law. Supplier liability limitations and liability exclusions will not be accepted.
2. In the event of any product damage Supplier will indemnify us against any third party claims, provided the cause of the damage falls within Supplier's sphere of control and organisation and Supplier is liable in relation to third parties.
3. In the event of any necessary recall and/or recall ordered by the authorities or other actions required to avert danger to individuals or property of third parties, Supplier is liable for all expenditures, costs and losses incurred by us as a result of such recall or other action. Supplier will indemnify us against any such third party claims where the cause of the recall or other action is lack of conformity of the deliverables and/or packaging or services with the contract, particularly lack of conformity with the agreed specifications or contractual representations or a product defect, unless Supplier is not responsible within the meaning of section XI.2 above. Nothing in this shall prejudice any further rights or remedies as may exist.

## General Purchase Terms of PRIMAVERA LIFE GmbH

4. Without prejudice to any further duties, Supplier shall notify us without delay if Supplier becomes aware of any specific circumstances with a view to the goods delivered or services rendered that necessitate a recall or other action according to section XI.3 above by us or by Supplier and/or establish a relevant risk of product liability. The contracting parties shall seek to coordinate the further steps while we will have the right to take the final decision on a voluntary recall campaign. Nothing in this shall prejudice any statutory reporting duties of the contracting parties.
5. Supplier shall at Supplier's expense and at least for the duration of the business relationship maintain liability insurance, including product liability insurance, providing for adequate coverage for Supplier's deliveries and services; the product liability insurance shall provide a minimum cover of EUR 5 million per claim for personal injuries and property damage (including exclusive pecuniary losses) and a maximum annual indemnity limit of no less than EUR 10 million. Copies of the insurance policies shall be submitted to us upon request.

### **XII. Tools, provision of materials**

1. If, at our request and expense, Supplier makes, purchases from third parties or has any third party make, any tools and other manufacturing equipment ("**Tools**") for purposes of fulfilling the contract, the parties agree that such Tools as well as the related drawings, technical documents, standard specification sheets, figures, plans, calculations, process instructions, product descriptions, etc. ("**Drawings**") shall become our property upon payment in full; we will acquire joint ownership to the extent that we make payment by instalments. In lieu of their actual handover, Supplier shall possess the Tools and Drawings on loan until the contract is fulfilled. Payment shall be made either as a special payment or by way of amortisation through the unit price of the goods to be delivered.
2. All Tools and Drawings made available as well as material provided to Supplier by us for purposes of fulfilling the contract remain our property.  
  
The Tools, Drawings and material provided may only be used for fulfilling the contract with us. After fulfilment of the contract and at our request, they must be returned to us without delay, including all duplicates made thereof, if applicable against payment of any outstanding Tool costs.
3. Supplier bears the risk of loss of and damage to our (jointly owned) property, however, not for normal wear and tear. Supplier will store our (jointly owned) property at Supplier's expense and with the diligence of a prudent businessman, separate from other property of Supplier, handle it with care, maintain it in good condition and, as reasonably feasible, mark it as our (jointly owned) property. Our property may not be removed from Supplier's business premises and/or the agreed location, sold, used as collateral, pledged, etc.
4. Our property may not be joined, mixed or processed with Supplier's or a third party's property unless this is necessary for fulfilling the contract with us. In the event of processing or transformation, we shall be considered the producer. If our property is joined or inseparably mixed with other items, we shall be considered co-owner at the proportion of the value (purchase value plus value-added tax) that the items had at the time of joining or mixing. If such joining or mixing is such that Supplier's property may be considered the main component, it shall be agreed that Supplier transfers proportionate co-ownership to us. Supplier shall store the sole or joint property for us.
5. Supplier shall insure our property at Supplier's expense. Supplier hereby assigns to us, and we accept the assignment of, any payment claims against Supplier's insurance relating to our property.

## General Purchase Terms of PRIMAVERA LIFE GmbH

### **XIII. Confidentiality, advertising**

1. Supplier shall treat as a business secret and keep confidential any and all commercial and technical information that is not publicly known and which is disclosed to Supplier in connection with the business relationship with us, as well as the fact of the business relationship as such. This confidentiality undertaking shall survive and remain in effect after the termination of the contract. The confidentiality undertaking does not extend to information which (i) is or becomes public domain other than by a breach of rights, (ii) is known to Supplier at conclusion of the contract, or (iii) is disclosed to Supplier by a third party without breaching any nondisclosure obligation.
2. Supplier may not advertise the business relationship with us or use it for reference purposes, except with our express consent.

### **XIV. Severability, governing law, forum**

1. If any of the provisions of these Purchase Terms are wholly or partially invalid, nothing in this shall prejudice the validity of the remaining terms and of the contract with Supplier in its entirety.
2. The governing law shall be German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
3. The place of jurisdiction for all disputes arising between Supplier and us shall be the ordinary courts of law at our registered office if Supplier is a trader or a legal person under public law or if Supplier has no general place of jurisdiction in Germany. We have the right, however, to sue Supplier in any other court having legal jurisdiction. Nothing in this shall prejudice the validity of any legal provisions on exclusive jurisdiction.

Last amended: March 2021