

1. Scope, form

- 1.1 These General Terms of Purchase (**GTP**) apply to all business relations with our global business associates and suppliers (**supplier(s)**). Through the acceptance of an order the GTP become the contents of a contract. The GTP apply only where the supplier is an entrepreneur (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2 In the following, "we," "us," or "monta" means:
monta Klebebandwerk GmbH
Gottesackerstraße 17
87509 Immenstadt, Germany
Kempten Local Court HRB 12469
- 1.3 The GTP expressly apply to contracts on the sale and/or delivery of movables ("**goods**") to us without regard to whether the supplier itself manufactures the **goods** or purchases them from suppliers (§§ 433, 650 BGB). However, the GTP also apply to all other orders from us and thereby also to such which are not the subject of a purchase agreement.
- 1.4 These GTP apply exclusively. Deviating, contrary or supplemental general terms and conditions of the supplier become a contractual component only when and to the extent we have expressly consented to their applicability in writing. This requirement of consent applies in every case – for instance, even where we, with knowledge of the general terms and conditions of the supplier, accept its deliveries without reservation. In equal measure, any formerly agreed contractual terms of the supplier that are contrary to or supplement these GTP are no longer recognized.
- 1.5 Individual agreements entered with the supplier in particular cases (including side agreements, addenda and amendments) have priority over these GTP in every case. Subject to proof to the contrary, a written contract or our written confirmation are determinative of the content of such agreements.
- 1.6 The supplier's legally material declarations and notices in reference to the contract (e.g., setting a deadline, admonition, rescission) must be submitted in writing, i.e., in written or text form (such as letter, email or fax). Formal legal requirements and additional proof, particularly where there are doubts about the credentials of the declarant, remain unaffected.
- 1.7 References to the application of statutory provisions are for clarification purposes only. Statutory provisions are applicable even without such a clarification unless they are directly modified or expressly excluded in these GTP.

2. Contract formation; orders; call-off deliveries; written form

- 2.1 Orders, agreements and call-off deliveries are binding only if they are placed or confirmed in writing by a member of our purchasing department or extended management (managing directors or authorized signatories). Alternatively, digital orders can be placed (text form by pdf document, which must bear an order number with a price quotation). Performances of the supplier rendered without a corresponding written basis obligate us to nothing and will not be paid, even when such performances are rendered at the request of our personnel.
- 2.2 The supplier must alert us to obvious errors (such as misspellings and miscalculations) and incompleteness in the order, including the order documents, for purposes of correction or completion before acceptance; otherwise, the contract is considered not entered into.
- 2.3 Orders and/or call-off deliveries are considered accepted unless the supplier objects in writing within five workdays after receipt of the order / call-off delivery.
- 2.4 Late or modified acceptance is considered a new offer and requires acceptance by us.
- 2.5 Written form is also satisfied by fax, data transmission or email.

3. Delivery time and delayed delivery

- 3.1 The delivery time indicated by us in the order is binding. If the delivery time is not indicated in the order nor otherwise stipulated, it is 2 weeks from contract formation. The supplier is obligated to inform us in writing without delay if, for any reason whatsoever, it anticipates that it will not be able to meet the stipulated delivery times.
- 3.2 If the supplier does not perform, does not perform within the stipulated delivery time, or is in default, our rights – particularly to rescission and damages – are governed by the statutory provisions. The provisions in (3) remain unaffected.
- 3.3 If the supplier is in default, along with further legal claims, we can demand liquidated reimbursement of our damages for default in the amount of 0.25% of the net price of the goods that are delivered late per full calendar day, but altogether not more than 5% of the net price of the goods that are delivered late. We reserve the right to prove that we have incurred greater loss. Supplier reserves the right to prove that absolutely no or only significantly less loss has been incurred.
- 3.4 Acceptance of the delivery or performance without reservation includes no waiver of the damages claims to which we are entitled for the delayed delivery or performance; this applies until complete payment of the consideration owed by us for the affected delivery or performance.
- 3.5 Partial deliveries are, in principle, unauthorized unless we have expressly consented thereto, or they are reasonable for us.

- 3.6 Subject to evidence to the contrary, the specifications used by us for quantities, weights and measures at incoming goods inspection as well as the values ascertained thereby are controlling.

4. Performance, delivery, passage of risk, default in acceptance

- 4.1 The supplier is not authorized to have the performance owed by it rendered by third parties (e.g., subcontractors) without our advance written consent. The supplier bears the procurement risk for its performances unless otherwise agreed in the individual case (e.g., restriction to what is in inventory or subject to its own receipt of delivery).
- 4.2 Delivery is free to the place indicated in the order. If the destination is not indicated and not otherwise stipulated, the delivery is to be made to our registered office in Immenstadt. The respective destination is also the place of performance for the delivery and any cure (debt to be discharged at creditor's domicile). Unless otherwise agreed, delivery is made in accordance with DAP Incoterms 2020.
- 4.3 The delivery is to be accompanied by a delivery slip that indicates the date (of issuance and shipment), content of the delivery (article number and quantity) and our order identifier (date and number). If the delivery slip is missing or incomplete, we will not take responsibility for resulting delays in processing and payment. A corresponding delivery slip with the same content must be sent to us separately from the delivery slip.
- 4.4 The risk of accidental destruction and accidental deterioration of the goods passes to us upon delivery at the place of fulfillment. If acceptance is agreed to, this is controlling for the passage of risk. In other respects, as well, the statutory provisions of the law on contracts to produce a specific work apply accordingly to an acceptance. Delivery is equivalent to acceptance when we are in default of acceptance.
- 4.5 The statutory provisions apply for the onset of our default of acceptance. However, the supplier must also expressly offer us its performance if an act or involvement on our part (e.g., provision of material) is a stipulated specific or determinable calendar date. If we fall into default of acceptance, the supplier can demand reimbursement of its extra expenses in accordance with the statutory provisions (§ 304 BGB). If the contract involves an item manufactured by the supplier (custom-made item) which is unacceptable, the supplier is entitled to further rights only if we have committed to cooperate and are responsible for the lack of cooperation.
- 4.6 Force majeure, breakdowns beyond our control or total or partial breakdowns (also due to pandemics), unrest, official measures and other unavoidable events exempt us from the duty of timely acceptance for the duration of their existence. During such events and within two weeks after they end, without prejudice to our other rights, we are entitled to rescind the contract, in whole or in part, unless these events are of insignificant duration and our requirements considerably decrease due to the consequent need for procurement elsewhere.
- 4.7 Section 4.7 also applies in the case of labor disputes.

5. Specifications; packaging; duty to preserve records

- 5.1 The deliverable must meet the specifications described by us as well as the applicable DIN, VDE and similar standards. Hazardous materials must be packed and marked in accordance with applicable laws; the corresponding latest versions of the safety data sheets are to be included in the delivery. Hazardous goods must also be packed, marked and transported in accordance with the applicable laws of the respective countries (including transit countries); the hazardous goods classification or, if applicable, the notation "no hazardous goods" is to be indicated on the delivery slip. The following applies regarding the purchase of machinery and other technical equipment (together **machinery**): Machinery must be offered in the latest version and reflect the latest knowledge in the field of mechanical engineering and be constructed with the use of standard machine parts in accordance with the relevant DIN standards. All machinery offered must meet statutory and other requirements (particularly technical standards, VDE requirements and accident prevention regulations). Corresponding supplier declarations as well as confirmations about legal conformities (e.g., REACH or RoHS certifications, materials regulations, customs supplier declarations, packaging law) must be submitted.
- 5.2 The delivery or performance shall be executed in such a way that the statutory and administrative rules that apply to us for the delivery date are complied with. This expressly applies to EU regulations, to laws based on EU directives, the Equipment Safety Act, accident prevention and other work safety regulations as well as to the state of the art in safety and occupational health. Unless otherwise agreed, the CE mark must be conspicuously affixed; the declaration of conformity and the hazard analysis shall be included in the delivery.
- 5.3 Packaging and packaging material must comply with the German Packaging Act (VerpackG). Packaging should principally be recyclable, reusable packaging made of eco-friendly materials. Packaging material should be manufactured without chlorofluorocarbons, chlorine-free, chemically inert, groundwater neutral and nontoxic when incinerated. Packaging material shall be marked with recognized recycling symbols, such as RESY or materials symbols, such as PE.

- 5.4 The supplier is obligated to independently dispose of its waste, packaging, etc. without cost to us. If the supplier fails to comply with this covenant, we will carry out the disposal at its expense without fixing a further deadline.
- 5.5 The supplier undertakes to retain records on the manufacture, storage, delivery and sale of the products for a period of at least five years after the delivery date and to provide these records to us upon request.
- 5.6 The technical drawings, technical documentation and itemization of the materials and parts used shall be provided in the case of orders of machinery, tools and replacement parts.

6. Prices and payment terms

- 6.1 The price indicated in the order is binding. All prices are understood to include statutory value-added tax unless this is shown separately.
- 6.2 Unless otherwise agreed, the price includes free delivery and, in this respect, all performances and supplementary work of the supplier (such as assembly, installation) as well as all incidental costs (e.g., proper packaging, transportation costs including any transport and liability insurance). The supplier is solely in charge and responsible for securing the load.
- 6.3 Unless otherwise agreed, our payments are made with a 3% discount for payment within 14 days or net within 30 days after goods receipt and receipt of the invoice. In the case of a bank transfer, payment is made on time if our remittance order arrives at our bank before expiration of the payment deadline; we are not responsible for delays through the banks involved in the payment transaction.
- 6.4 Invoices are to be issued with a notation of the order number (in the case of call-offs, also with the call-off no.) and the supplier number and sent to us. If the goods arrive later than the invoice or if the invoice is incomplete, the date of receipt of the goods or date of the receipt of the proper invoice is controlling for calculating the period for discounting the invoice for early payment.
- 6.5 Payments are always subject to invoice verification.
- 6.6 We owe no interest on payments. The statutory provisions apply to default in payment.
- 6.7 To the extent permitted by law, we are entitled to offset and retention rights as well as the defense of nonperformance of the contract. We are expressly entitled to withhold payments that are due as long as we still have claims against the supplier for incomplete or deficient performances.
- 6.8 The supplier has an offset or retention right only for legally established or undisputed counterclaims.

7. Supplied materials, confidentiality and retention of ownership

- 7.1 We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, operating instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and must be returned to us upon completion of the contract. The documents must be kept confidential with respect to third parties, even after contract termination. The confidentiality obligation does not expire unless and until the knowledge contained in the supplied documents has become generally known.
- 7.2 The above provision applies accordingly to substances and materials (e.g., software, finished and semi-finished products) as well as to tools, templates, samples and other objects we provide to the supplier for the production. As long as they have not been processed, such objects must be stored separately at the supplier's expense and insured in a reasonable amount against destruction and loss.
- 7.3 Processing, commingling or combination (further processing) of supplied items is performed for us by the supplier. The same applies when we further process the delivered goods with the result that we are deemed the manufacturer and acquire ownership in accordance with the statutory provisions not later than the time of the further processing.
- 7.4 The goods must be transferred to us unconditionally and without regard to payment of the price. However, if in an individual case we accept an offer from the supplier that conditions transfer on payment of the purchase price, the supplier's retention of ownership expires, at the latest, upon payment of the purchase price for the delivered goods. Even before payment of the purchase price, we remain authorized to process and/or resell the goods in the ordinary course of business with advance assignment of the resulting amount receivable (alternatively, applicability of the basic retention of ownership and through extension to the resale). In any event, all other forms of retention of ownership are thereby excluded, particularly the extended and the transferred retention of ownership as well as the retention of ownership which is extended through the reprocessing.

8. Liability and defective delivery

- 8.1 Liability, including liability for defects, is governed by the statutory provisions, unless otherwise agreed or otherwise regulated in these GTP. The defense of late notice of defects and acceptance without reservation is excluded. In urgent cases, we are entitled to replace or repair defective parts and to remedy incurred damage at the expense of the supplier. When there is replacement or cure, the limitation period on liability for defects for the corresponding parts starts over.
- 8.2 The supplier is expressly liable under the statutory provisions for ensuring that the goods have the stipulated qualities when risk passes to us. The qualities deemed agreed to are, in any event, those product descriptions which—particularly through description or reference in our order—are the

object of the particular contract or which were included in the contract in a similar manner to these GTP. For this, it makes no difference whether the product description originates from us, from the supplier or the manufacturer. Where the intended purpose of the contracted performance is known to the supplier, the supplier is liable for defects which compromise the fitness of the performance for the specific purpose.

- 8.3 Unless otherwise provided, the best quality in materials and execution are considered part of the agreement. For its deliveries, the supplier shall adhere to any quality assurance agreement entered into with us.
 - 8.4 Unless otherwise provided, delivery of the goods free from third-party rights is considered agreed to. The supplier shall indemnify us against third-party claims for the infringement of third-party rights by the subject of the agreement, unless the supplier proves that it is not responsible for the infringement. In addition, the supplier shall, upon request, provide us the needed information and documents on its performances for the defense of such third-party claims. The supplier shall help to ensure freedom from third-party intellectual property with respect to the subject of the agreement through suitable measures, such as research on third-party intellectual property, and provide us corresponding documents and analysis materials upon request.
 - 8.5 We are not obligated to inspect the goods or to make special inquiries about any defects at contract formation. In partial deviation from § 442 (1) second sentence BGB, we are therefore also entitled to make claims for defects without limitation if we are unacquainted with the defect at contract formation due to gross negligence. Moreover, we are not obligated to perform an inspection at or after the delivery of goods or rendering of performances. Even if an acceptance procedure is stipulated, there is no duty to inspect. This notwithstanding, we will subject goods to a random inspection that principally extends only to obvious damage, particularly damage in transit, as well as deviations in the identity and quantity of the delivery. We will always notify of defects promptly upon discovery and knowledge by the purchasing department or extended management. Our complaint (notification of defects) is always prompt and timely if it is dispatched within 7 calendar days of knowledge by the purchasing department or extended management.
 - 8.6 Cure also includes removal of defective goods and reinstallation if the goods were installed in or mounted to another article in accord with their type and intended purpose; our legal claim to reimbursement of appropriate expenses remains unaffected. The supplier bears the necessary expenditures for purposes of the inspection and cure, even if it turns out that there was in fact no defect. Our responsibility to pay damages in the case of an unjustified request to remedy defects remains unaffected; however, we are liable in this respect only if we have recognized, or through gross negligence have failed to recognize, that no defect existed.
 - 8.7 The following applies irrespective of our legal rights and the provisions in the above paragraph: if the supplier fails to meet its obligation to cure—through, at our option, correction of the defect (repair) or delivery of a defect-free article (replacement)—within a reasonable period set by us, we can remedy the defect ourselves and request either reimbursement from the supplier for the necessary expenditures therefor or appropriate advance payment. If the cure by the supplier has failed or is unreasonable for us (e.g., due to special urgency, threat to operational safety or imminent onset of excessive damages), it is not necessary to set a grace period; we will promptly notify the supplier of such circumstances, in advance if possible.
 - 8.8 Apart from that, in the case of a material defect or defects of title, we are entitled to reduce the purchase price or to rescind the contract in accordance with the statutory provisions. Additionally, we have a right to recover damages and reimbursement of expenditures in accordance with the statutory provisions.
 - 8.9 By acknowledging the receipt of deliverables and through the acceptance process for approving submitted drawings we do not waive claims arising from liability for defects and other rights.
- ## 9. Recourse against suppliers
- 9.1 Besides the claims for defects, we have unrestricted entitlement to our statutorily defined rights of recourse within a supply chain (recourse against suppliers under §§ 445a, 445b, 478 BGB). We are expressly entitled to demand precisely the type of cure (repair or replacement) from the supplier that we owe our customer in the given case. This does not limit our statutory right to choose (§ 439 (1) BGB).
 - 9.2 Before we recognize or satisfy a claim for a defect asserted by our customer (including reimbursement of expenditures pursuant to §§ 445a (1), 439 (2) and 3 BGB), we will notify the supplier, give it a brief explanation of the facts and ask it for a written statement. If no substantiated opinion follows within a reasonable time and no amicable resolution is effectuated, the claim for a defect that is actually allowed by us is considered owed to our customer. In such case, it is the responsibility of the supplier to provide proof to the contrary.
 - 9.3 Our claims under the recourse against suppliers also apply when the defective goods were further processed by us or another contractor—for example, through installation into a different product.
- ## 10. Manufacturer liability
- 10.1 If the supplier is responsible for a product defect, it must indemnify us against third-party claims to the extent that the cause resides in its domain and organizational area, and it is individually liable in relation to third parties.

- 10.2 As part of its indemnification obligation, the supplier must reimburse expenditures pursuant to Sections 683, 670 BGB which arise from or in connection with the utilization of third parties, including recall campaigns conducted by us. To the extent possible and reasonable, we will inform the supplier about the content and scope of recall measures and give it an opportunity to comment. Further legal claims remain unaffected.
- 10.3 The supplier must procure and maintain product liability insurance with aggregate coverage of at least EUR 5 million per person / property damage.
- 11. Limitation of actions**
- 11.1 Unless otherwise provided below or in these GTP, the mutual claims of the parties lapse in accordance with the statutory provisions.
- 11.2 In deviation from § 438 (1) no. 3 BGB, the general limitation period for claims for defects is three years from the passage of risk. If acceptance is agreed to, the limitation period begins upon acceptance. The three-year limitation period also applies accordingly to claims arising from defects of title, although the statutory limitation period for third party in rem claims for the return of purchased items (§ 438 (1) no. 1 BGB) remains unaffected; in addition, claims arising from defects of title in no event lapse while the third party can still assert the right against us—particularly absent lapse.
- 11.3 The limitation periods of the sale of goods law, including the above extension, apply in the statutory scope to all contractual claims for defects. To the extent we are also entitled to claim noncontractual damages due to a defect, the regular statute of limitations applies to this (§§ 195, 199 BGB) unless application of the limitation periods of the sale of goods law results in a longer limitation period in the given case.
- 11.4 Our rights of recourse against the supplier on claims for material defects pursuant to §§ 478, 479 BGB remain unaffected. We can also assert them where the end customer is not a consumer, but an entrepreneur.
- 12. Execution of work**
- 12.1 Suppliers who in performance of the agreement execute work on the plant premises must comply with the applicable statutes and regulations as well as our company rules (e.g., safety regulations). The supplier is obligated to designate a person in charge for order fulfillment who will ensure that the supervisory and control duty is discharged. Before execution of the work, the supplier's person in charge is obligated to make arrangements with our coordinator to adopt appropriate protective measures and inform us and affected third parties concerning mutual hazards. Suppliers are responsible for the instruction and safety of their employees and engaged subcontractors and for the security of their potential sources of risk. The supplier shall use only sufficiently qualified technical staff and safe tools on the plant premises. Accidents occurring on the plant premises must be immediately reported to us.
- 13. Export control and customs**
- 13.1 The supplier is obligated to inform us of any authorization requirements or restrictions for (re-)exports of its goods under German, European, and U.S. export and customs regulations as well as the export and customs regulations of the country of origin of its goods in its business documents and, for goods requiring authorization, to send all following information for reporting and processing the (re-)export in a timely manner before the first delivery and promptly when there are changes.
- 13.2 The supplier is obligated to inform us, in a binding manner, of the trade policy origin and the respective prescribed preferential origin for its goods. To this end, within 21 days after a request from us, it shall issue a long-term supplier's declaration for deliveries of goods within the European Union (EU) in accordance with the applicable EU implementing regulation. The supplier further covenants to enclose the respective prescribed proof of origin for deliveries of goods from a free trade agreement / preferential agreement country. The trade policy origin shall be indicated on the respective commercial invoice and a certificate of origin is to be issued if needed. In the case of an initial delivery, the origin data are to be communicated in writing no later than at the time of the initial delivery. Changes in the origin of goods must be promptly reported to us in writing.
- 13.3 For deliveries of goods across customs boundaries, the supplier is obligated to enclose with the delivery all required documents, such as a commercial invoice, delivery slip and information for a complete and correct import customs declaration.
- 13.4 The supplier shall support us with all available means that are required for reducing or minimizing our payment obligations regarding customs duties or expenses for customs clearance.
- 13.5 Irrespective of other rights and without liability toward the supplier, we are entitled to rescind the affected agreement or terminate it summarily if the supplier repeatedly fails to meet the obligations under this section.
- 14. Compliance / CSR**
- 14.1 In connection with the business relationship with us, the supplier undertakes to refrain from offering or granting, demanding or accepting advantages which violate applicable anti-corruption regulations, either in the course of trade or in dealings with officials.
- 14.2 In connection with the business relationship with us, the supplier undertakes to refrain from entering into any agreements or concerted practices with other enterprises which aim to or bring about a restraint, restriction or distortion of competition pursuant to the applicable antitrust laws.
- 14.3 The supplier covenants to comply with the applicable laws on the regulation of the general minimum wage and to obligate its sub-suppliers to the same extent. Upon request, the supplier shall provide evidence of compliance with the above covenant. In case of a breach of the above covenant, the supplier shall indemnify us against third-party claims and is obligated to reimburse us for fines that are imposed upon us in this context.
- 14.4 The supplier shall comply with the respective statutory provisions on dealing with employees, environmental protection and workplace safety and endeavor to reduce adverse impacts on humans and the environment in the course of its activities. The supplier shall do its utmost to adopt measures to this end and ideally operate, establish and refine a management system in accordance with DIN EN ISO 9001, DIN EN ISO 14001. In addition, the supplier shall observe the requirements in the Code of Conduct of monta (https://monta.de/documents/de/code_of_conduct.pdf) and the principles of the UN Global Compact Initiative, which fundamentally deal with the protection of international human rights, the abolition of forced and child labor, the elimination of discrimination in respect of employment and occupation, as well as responsibility toward the environment (www.unglobalcompact.org).
- 14.5 Where there is suspicion of a violation of the obligations under this section 14, the supplier shall clear up possible violations without delay and inform us about measures taken to resolve the violations and, in justified cases, to disclose the affected supply chain. If the suspicion proves to be founded, the supplier must inform us, within a reasonable time, of the internal company measures it has taken to prevent future violations. If the supplier fails to meet these duties within a reasonable time, we reserve the right to rescind contracts with it or to terminate them with immediate effect. In the event of the supplier's serious violations of statute and where there are violations of regulations, we are likewise entitled to terminate our arrangement with the supplier with immediate effect.
- 15. Choice of law and judicial venue; miscellaneous**
- 15.1 The law of the Federal Republic of Germany, with the exclusion of conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG), applies to these GTP and the contractual relationship between us and the supplier.
- 15.2 If the supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive, also international, judicial venue for all disputes arising from the contractual relationship is the locale of our registered office in Immenstadt. The same applies when the supplier is an entrepreneur within the meaning of § 14 BGB. We are, however, in all cases, also entitled to institute legal proceedings at the place of performance for the delivery obligation pursuant to these GTP or an overriding individual agreement or at the general judicial venue of the supplier. Overriding statutory provisions, particularly on exclusive jurisdictions, remain unaffected.
- 15.3 The invalidity of individual provisions shall not affect the validity of the rest of these GTP. The parties are obligated to replace the invalid term with a provision that comes as close as possible to it in its economic effect.