

General Terms and Conditions of Purchase

TANTEC GmbH

Section 1 General Information / Scope of Application

Our Terms and Conditions of Purchase apply to all present and future business relationships with companies within the meaning of Section 14 of the German Civil Code (BGB), i.e., with natural or legal persons or a partnership with legal personality who or which acts in exercise of a trade, business or profession (hereinafter referred to as 'the Supplier'). Deviating, conflicting or supplementary terms and conditions shall not form part of any contract, even if they are known or if a delivery is accepted without reservation, unless their applicability is expressly agreed in writing. All agreements between us and the Supplier must be in writing; this also applies to any waiver of the written form requirement.

Section 2 Order / Rights to Documents

The Supplier is obliged to accept our order (the "Order") within two working days of its submission. We reserve the right of ownership and copyright to illustrations, drawings, calculations and other documents as well as to models, samples, tools, etc. These constitute trade secrets and must not be made accessible to third parties without our written consent; they are only to be used for production based on our order and then returned unsolicited after its completion.

Section 3 Prices / Payment Terms

The price stated in the Order is binding. Unless otherwise agreed in writing, the price includes free delivery and the costs of packaging. The Supplier is obliged to take back the packaging. Unless otherwise agreed in writing, we shall pay the agreed price with a 3% discount within ten days of receipt of the goods and invoice.

Section 4 Invoices

Our order number, the item numbers, delivery quantity and delivery address must be stated on all order confirmations, delivery papers and invoices. If one or more of these details are missing and processing by us is thus delayed based on our normal business operations, the payment deadlines stated in Section 3 shall be extended by the period of the delay. Invoices must be addressed to the postal address of TANTEC GmbH and must not be included with the delivery. They must be issued in accordance with current accounting standards and contain all required data, e.g. the EU-wide VAT Identification Number, and must be received by us either as a single copy in writing or by e-mail under our e-mail account invoice@tantecc-group.com within five days.

Section 5 Delivery Period

The delivery period stated or agreed in the order is binding and refers to our receipt of the goods. We must be informed immediately in writing if delays occur or are anticipated. In the event of a delay in delivery, in addition to statutory rights, we are entitled at our discretion to offset 1% of the order value of the goods affected by the delay against the price for each week of the delay, subject to proof of greater damage.

Section 6 Transfer of Risk / Shipping

Unless otherwise agreed in writing, the goods shall be delivered at the Supplier's expense and risk to the shipping address specified by us. Verifiable dispatch and/or delivery notes stating the contents and the complete order description must be included with each delivery. We are a customer exempted from transport insurance ('Verbotskunde').

Section 7 Notice of Defects / Warranty

We shall inspect the goods for defects within a reasonable period of time. If defects are apparent, then notice of these shall be deemed on time if received by the Supplier within two weeks. In the case of hidden defects, this period shall begin upon discovery of the defect. The warranty period is 24 months from the transfer of risk. We may exercise all statutory warranty claims without restriction. The Supplier also warrants the usability of the material, faultless execution and design as well as assembly and must cover all expenses needed to remedy defects. The limitation period begins on the date of delivery of the item. For delivery objects which must be handled in a manner that is not generally known, the Supplier must at its own initiative provide assembly and operating instructions. On failure to do so, it is liable for any damage resulting from this.

Section 8 Retention of Title / Confidentiality

We reserve title to any models, samples, tools, drawings, etc. that we provide to the Supplier. Any processing or reworking by the Supplier is always carried out on our behalf; in the event of processing with items that do not belong to us, we acquire co-ownership to the new item in proportion to the value of the individual items at the time of processing. The Supplier is obliged to keep strictly confidential any illustrations, drawings, calculations or other documents provided, as well as information that is not publicly accessible; reproduction or disclosure to third parties is only permitted with our written approval.

Section 9 Property Rights

The Supplier warrants and ensures that no rights of third parties are infringed in connection with its delivery. If claims are asserted against us by a third party, the Supplier shall be obliged to indemnify us against these claims on our first written request. This indemnification obligation also relates to all expenses that we necessarily incur from or in connection with having claims asserted against us by a third party.

Section 10 Compliance with Laws and other Provisions

The Supplier warrants and ensures that it was not and is not involved in any criminal offenses in connection with the Business Relationships. This applies, in particular, also in relation to matters constituting offenses of undeclared employment, illegal sub-contracting or supply of workers, the employment of foreign workers without residence permit or valid work permit (in particular pursuant to §§ 10, 10a, 11 Undeclared Employment Act – SchwarzArbG), human trafficking (§ 232 German Criminal Code – StGB), forced labour (§ 232b StGB), or the withholding or embezzlement of wages and social security contributions (§ 266a StGB).

The Supplier further warrants and ensures that it has taken all required measures and is in compliance with all legal rules, obligations and standards applying in its sector. This applies, in particular, with respect to the security, the environment, the hygiene and the health of its work sites, work places and working conditions, as well as with respect to all other rules and obligations resulting from applicable labour and environmental rules. The Supplier also warrants and ensures to be in compliance with all other applicable laws, rules and regulations, as well as those set out in the Buyer's internal compliance regulations and risk prevention procedures that can at any time be requested from the Buyer. If any of those rules and obligations are not respected by the Supplier and/or its employees, the Buyer is entitled to suspend the performance of the Order and to demand immediate replacement of the respective employees not respecting such rules. Failing this, we reserve the right to call on a third party to provide the Supplies and fulfil the Order, the costs of which shall be borne by the Supplier.

The Supplier undertakes to provide us with all of the information needed for risk prevention purposes (Hazardous Substances Ordinance - GefStoffV) including the list of the products that it intends to use in providing the Supplies and fulfil the Order.

The Supplier, in particular, also undertakes and ensures compliance with all and any other obligations, duties and measures relating to and required in connection with the provision of the Supplies and the fulfilment of Order, including all products used. This applies, in particular, also with respect to all and any applicable provisions of the REACH Regulation (Regulation (EC) 1907/2006), the Regulation (EU) 2020/2096, the RoHS Directive 2011/65/EU, the EU Conflict Minerals Regulation (Regulation (EU) 2017/821), including applicable amendments and changes. Where applicable, the Supplier shall also communicate all information necessary to make a declaration on the SCIP database as set out by the directive on waste (Directive (EU) 2018/851).

The Supplier also undertakes and ensures compliance with all and any other laws, regulations and provisions governing the import, export, storage and use of the Supplies, including any raw materials, software, documentation and related technical data. The Supplier warrants and shall ensure that it has all of the valid licenses, permits and authorizations and/or approvals required to comply with its obligations under and resulting from the fulfilment of the Order.

The Supplier shall be liable for any culpable breach of this Section 10 committed by its parent, affiliates, stakeholders, employees, officers, directors, representatives, attorneys-in-fact, agents, resellers or customers, as well as by its legal successors.

Section 11 Final Provisions

The law of the Federal Republic of Germany applies to all contracts concluded with us. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. If the Supplier is a merchant, a legal entity under public law or a special fund under public law, our registered office is the exclusive place of jurisdiction for all disputes arising from this contract. The same applies if the Supplier does not have a general place of jurisdiction in Germany or if the place of residence or customary place of abode is not known at the time the action is filed. Should individual provisions of the contract with the Supplier, including these terms and conditions, be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions.

March 2024