

General Terms and Conditions of Purchase

General Terms and Conditions of Purchase of Fabmatics GmbH (hereinafter: “Fabmatics”)

1 Scope

(1) The present General Terms and Conditions of Purchase apply to all business relationships with Fabmatics’ business partners and suppliers (hereinafter: the “Supplier”) with regard to the delivery of movable goods (hereinafter: “Goods” or “Products”) and/or services, regardless of whether the Supplier provides the performance itself or purchases items from sub-suppliers. The General Terms and Conditions of Purchase apply only if the Supplier is an entrepreneur (in the sense of § 14 Bürgerliches Gesetzbuch [BGB, German Civil Code]), a legal entity under public law, or a special fund under public law.

(2) The applicable version of the General Terms and Conditions of Purchase shall also apply to future agreements regarding the delivery of movable objects and/or services with the same Supplier; Fabmatics is not required to refer to these again in each individual case. The current version of the General Terms and Conditions of Purchase can be found at www.fabmatics.com.

(3) These General Terms and Conditions of Purchase apply exclusively. General terms and conditions of the Supplier shall only be part of the agreement if and to the extent that Fabmatics explicitly agrees in writing that these are valid. This agreement requirement shall apply in every case, even if Fabmatics unconditionally accepts the Supplier’s deliveries while being aware of the Supplier’s general terms and conditions.

(4) Customized agreements reached with the Supplier in individual cases, including ancillary agreements, amendments and changes, shall take precedence over these General Terms and Conditions of Purchase. However, a written agreement and/or written confirmation from Fabmatics is required in order to establish the content of such agreements.

(5) Legally relevant declarations and notifications that are to be submitted to Fabmatics by the Supplier after the agreement is concluded (e.g. deadlines, warnings, declarations of withdrawal) must be made in writing in order to be valid.

(6) Any references to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly modified or explicitly excluded by these General Terms and Conditions of Purchase.

2 Conclusion of an agreement

(1) An order placed by Fabmatics shall not be considered binding until it is submitted or confirmed in writing. Deliveries without a written order shall not be acknowledged. Fabmatics’ failure to respond to any offers, requests or other declarations by the Supplier shall only be considered

an acknowledgement if this has been explicitly agreed in writing. The Supplier shall inform Fabmatics immediately of any obvious errors and/or incomplete orders or missing order documents so that these can be corrected and/or completed; otherwise, the agreement is considered to be uncompleted.

(2) If the Supplier does not need to make any changes to the order with regard to quantity, price, or delivery date, Fabmatics shall fundamentally waive the requirement of a written order confirmation by mail. Upon explicit request from Fabmatics, however, the Supplier must confirm the order in writing or fulfill it immediately and unconditionally within one (1) week. A modified or delayed declaration of acceptance by the Supplier shall be considered a new offer, and must always be accepted by Fabmatics. The same applies correspondingly to a declaration of acceptance that includes expansions, limitations, or other modifications.

(3) Offers, drafts, samples and prototypes from the Supplier shall be free of charge for Fabmatics. Upon request by Fabmatics, the Supplier must take these back immediately and at its own expense.

(4) Following the conclusion of the agreement, Fabmatics GmbH is entitled to change the construction and design requirements in exchange for compensation of any appropriate expenses incurred by the Supplier, including a pro rata share of any lost profits.

(5) The Supplier must provide Fabmatics with written notice if the goods are not unconditionally suited for the purpose laid out in the agreement, or if special safety regulations must be observed when using the goods, or if use of the goods could be associated with health, safety, or environmental risks.

3 Delivery period and delayed delivery

(1) The delivery period specified by Fabmatics in the order shall be binding. Complying with the agreed periods is one of the Supplier’s material obligations. The Supplier must inform Fabmatics immediately in writing, providing the reasons and the expected length of delay, if it is likely that the agreed delivery periods cannot be met. Partial or full deliveries shall not be provided before the agreed delivery period unless Fabmatics has provided prior written permission for this.

(2) If the Supplier does not render its service or fails to do so within the agreed delivery period or is in default, Fabmatics’ rights in this regard, particularly regarding withdrawal and damage compensation, shall be determined according to the statutory provisions.

(3) In the event of a delay in delivery, Fabmatics GmbH shall be entitled to assert its statutory rights. If a reasonable grace period expires without success, Fabmatics GmbH is entitled to request damage compensation and/or to withdraw from the agreement. Fabmatics is entitled to

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request a contractual penalty amounting to 1% of the value of the unrendered service per calendar week or part thereof in which the respective period was not met, but at most 5% of the value of the unrendered and/or faulty service. Fabmatics can claim the contractual penalty even without explicit reservation when the delivery is accepted, up until the time of the final payment. The right to claim further damages remains unaffected.

(4) Fabmatics' delivery claim shall only be excluded if the Supplier provides full damage compensation in place of delivery at the request of Fabmatics. Acceptance of a delayed delivery shall not represent a waiver of damage compensation claims or of the contractual penalty.

4 Delivery, transfer of risk, acceptance, packaging

(1) Unless otherwise agreed in individual cases, deliveries shall be free of charge (DDP destination as per INCOTERMS 2010) to the place specified in the order. If the destination is not specified and unless otherwise agreed, the delivery/service shall take place at the registered office of Fabmatics in Germany, 01109 Dresden, Zur Steinhöhe 1. The respective destination is also the place of fulfillment (debt to be discharged at creditor's domicile). If a price has been explicitly agreed "ex works," Fabmatics GmbH shall assume only the lowest shipping costs unless Fabmatics GmbH has specified a certain type of shipping for the Supplier.

(2) Each delivery must include a delivery slip in duplicate, bearing the respective order number from Fabmatics GmbH as well as a description of the type and quantity of the contents, including the item number from Fabmatics GmbH and the Supplier's item number. For machines, the technical documentation, including operating and maintenance instructions, must be provided with the delivery free of charge. For software products, the Supplier shall provide the complete system and user documentation with the delivery. For programs created especially for Fabmatics GmbH, the program shall also be delivered in the source format.

(3) According to the statutory provisions, the Supplier is responsible in particular for ensuring that goods have the contractually agreed characteristics at the time of the transfer of risk. Agreements regarding characteristics and suitability for use are also established by the product descriptions that are the subject of the respective agreement, or which have been included in the agreement in the same way as these General Terms and Conditions of Purchase. It does not make any difference here whether the product description comes from Fabmatics or from the Supplier.

(4) For deliveries and services provided at the Fabmatics premises or at other business premises, the general rules on working with external companies at the respective premises apply, along with the applicable version of the safety, environmental and fire protection guidelines for external parties.

(5) Partial deliveries, excess deliveries and underdeliveries must be approved in writing by Fabmatics.

(6) Regardless of the agreed pricing, the risk for deliveries not including setup or installation shall be transferred at the time of delivery to the address provided by Fabmatics; the risk for deliveries including setup or installation shall be transferred upon successful acceptance by Fabmatics. Startup or use of the goods shall be equivalent to a declaration of acceptance from Fabmatics.

(7) Occurrence of a default of acceptance by Fabmatics shall be determined according to the statutory provisions unless otherwise established below. The Supplier shall explicitly offer its performance to Fabmatics even if a specific or specifiable calendar period has been agreed for an action or participation by Fabmatics. If Fabmatics is in default of acceptance, the Supplier can request compensation for any additional expenses according to the statutory provisions.

(8) The goods must be securely packed for transport. Components of the goods must be labeled by the Supplier in such a way that they can be clearly referenced on the delivery slip (for instance by providing the item number or position number from the delivery slip). Packaging must be labeled by the Supplier in such a way that the contents, quantity, package/box number and weight (net/gross) are identified.

(9) As a rule, goods shall be delivered in customary standard packaging. If reusable packaging is used, the Supplier shall provide the packaging as a loan. Returns shall be at the Supplier's expense and risk. If, as an exception, Fabmatics agrees to assume the packaging costs, these shall be charged at the demonstrable cost price.

5 Information obligations, subcontractors

(1) The Supplier shall inform Fabmatics in a timely manner, by way of a written notice, about any changes in manufacturing processes, changes to materials or supply parts for products or services, new manufacturing sites, or any changes in the processes or equipment used for testing the parts or in any other quality assurance measures. Fabmatics is entitled to follow up within the necessary scope to determine whether such changes can potentially have a detrimental effect on the product. At the request of Fabmatics, the Supplier shall provide the necessary documents in this regard and permit audits within the necessary scope.

(2) The use of any subcontractors, freelance workers, sub-suppliers or other third parties (jointly: "Agents") who are not employees of the Supplier to help perform services owed to Fabmatics shall be reported to Fabmatics in advance in writing. With regard to such Agents, the Supplier shall conclude contracts to ensure that all services are performed properly and in full, that proper service provision can be monitored through corresponding documentation and regular audits by Fabmatics, and that the obliga-

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tions from the contractual relationship with Fabmatics also apply with regard to the Agent.

(3) Agents are considered vicarious agents of the Supplier. Interruptions, delays, faults, poor performance or other errors in the Agent's deliveries and services, regardless of their cause, shall not release the Supplier from its obligation to provide services on the basis of the agreement concluded with Fabmatics.

(4) If the Supplier or an Agent is to provide services at the Fabmatics premises, the Supplier shall ensure that the outside company agreement provided by Fabmatics before performance of the services is signed, and that both this outside company agreement and the other provisions of the company regulations are fully observed by the respective persons.

6 Prices, invoices, payment conditions, offsetting, withholding and retention of title

(1) Unless otherwise agreed, the following payment conditions shall apply: Fabmatics shall pay invoices either within 14 days at a 3% discount, or within 30 days in full. If the Supplier's payment conditions are more advantageous for Fabmatics, these shall apply. Payments shall be made by Fabmatics upon receipt in full of the goods and upon receipt of a proper invoice. The payment date shall be defined as the date when the bank receives the transfer order. Any bank charges and fees shall be borne by the Supplier.

(2) Invoices shall be sent to Fabmatics as a single original copy, including the invoice number, order number, quantity, price, and other reference information (esp. the Fabmatics item number). The applicable statutory value added tax must be indicated separately. For deliveries from areas outside the EU customs territory, the goods delivery shall include a copy of the invoice and/or a pro-forma invoice.

(3) The price given in the order is binding. All prices are subject to statutory value added tax, even if it is not indicated separately. This also applies to any ancillary services to be performed by the Supplier.

(4) Unless otherwise agreed in individual cases, the price includes all of the Supplier's services and ancillary services as well as all ancillary costs.

(5) Fabmatics shall not owe any default interest. Default interest shall be five (5) points over the base interest rate per year.

On the basis of an invoice received from the Supplier, Fabmatics shall not be considered in default until 60 days after receipt of the invoice; for the rest, the occurrence of default shall be determined by the statutory provisions.

(6) The Supplier is only entitled to offset costs where its counterclaim has been legally established, is undisputed, or is acknowledged by Fabmatics GmbH. The Supplier shall only have a right of retention under the conditions given in Sentence 1, and where the Supplier's claim is based on the

same contractual relationship as the claim by Fabmatics and is in proportion to this claim.

(7) Assigning the Supplier's claims against Fabmatics to third parties is not permissible.

(8) The transfer of goods to Fabmatics shall be made unconditionally, regardless of whether the price has been paid. However, if in individual cases Fabmatics accepts an offer from the Supplier that is conditional upon payment of the purchase price, the Supplier's retention of title shall not lapse until the purchase price has been paid for the delivered goods. In the proper course of business, Fabmatics shall remain authorized to resell the goods even before payment of the purchase price as long as the resulting claim has been assigned in advance (alternatively, a simple extended retention of title shall apply through the time of resale). However, this does exclude all other forms of retention of title, particularly an expanded or forwarded retention of title or a retention of title extended through the time of further processing.

7 Secrecy and confidentiality of documents

(1) The Supplier shall treat as confidential all drawings, models, company standards, calculations and other documents as well as information received from Fabmatics in physical or electronic form. These shall only be disclosed to third parties with explicit permission from Fabmatics. The secrecy obligation shall continue to apply even after the end of the delivery relationship and/or the agreement; it shall lapse if and to the extent that the manufacturing know-how and/or information contained in the provided drawings, models, calculations and other documents has become generally known.

(2) Any publication of orders and services as well as references to this order that are made to third parties must be approved explicitly in writing by Fabmatics in advance.

(3) In the absence of prior explicit written permission, the Supplier is not permitted to use Fabmatics or the business relationship between the Supplier and Fabmatics as a reference in any form.

(4) The use of order data for advertising purposes, as well as the sharing of addresses, telephone numbers or employee data from Fabmatics that are not associated with the order, is prohibited.

(5) Fabmatics hereby informs the Supplier that the Supplier's data relating to a potential transaction will be stored.

8 Provided materials, tools and drawings

(1) Any materials and other items provided by Fabmatics, such as containers and special packaging, shall remain the property of Fabmatics. These shall be used only according to their intended purpose and in order to execute the orders from Fabmatics. Any processing or transformation shall be performed by the Supplier for Fabmatics. If the

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provided items are processed or mixed with other objects not belonging to Fabmatics, then Fabmatics shall obtain co-ownership of the new item in proportion with the provided items' value (purchase price) in relation to the other processed items at the time of their processing and/or mixture.

(2) Any tools, drawings, samples, etc., that Fabmatics has provided to the Supplier shall remain the property of Fabmatics, and shall be identified as such and stored separately. If these items or parts thereof are shared with third parties with prior permission from Fabmatics, the Supplier must provide the third party with written notification that they are the property of Fabmatics. All tools, drawings, samples, etc., shall be returned to Fabmatics immediately after the end of the delivery relationship or the agreement. Any retention rights of the Supplier are excluded in this regard.

(3) The Supplier shall use the tools and other means of production provided by Fabmatics, as well as drawings, models, and all other confidential information and documents received from Fabmatics, exclusively for the purpose of manufacturing the goods ordered by Fabmatics. The Supplier shall perform any necessary servicing and inspections as well as maintenance or repairs on the tools and means of production provided by Fabmatics in a timely manner, at its own expense. Any faults shall be reported to Fabmatics without delay.

(4) The risk of loss, destruction, or damage to the provided material, tools, or other means of production shall be borne by the Supplier. The Supplier shall insure the abovementioned items at its own expense, at replacement value, against common risks such as theft, fire, water, breakage and other damage. At the same time, the Supplier hereby authorizes Fabmatics in advance to pursue any and all compensation claims arising from these insurance policies.

9 Defective delivery

(1) Fabmatics' rights in the event of material defects or defects of title in the goods, as well as for other breaches of duty by the Supplier, shall be subject to the statutory provisions unless otherwise established below.

(2) In every case, Fabmatics is entitled to request its choice of immediate fault rectification or new delivery of fault-free goods. All costs and expenses incurred by Fabmatics in association with such supplementary performance shall be borne by the Supplier; this also includes additional costs resulting from the transport of goods to a different location. Fabmatics' right to claim damage compensation, particularly the right to damage compensation in place of performance, explicitly remains unaffected hereby.

(3) In deviation from § 442 Sec. 1 P. 2 BGB [German Civil Code], Fabmatics shall also be entitled to unlimited claims for defects if the defect remained unknown due to gross

negligence at the time when the agreement was concluded.

(4) The commercial inspection and defect notification duties are subject to the statutory provisions (§§ 377, 381 HGB [German Commercial Code]), with the following limitation: Fabmatics' inspection duty shall be limited to defects that are clearly identifiable at the time of the incoming goods inspection by Fabmatics based on an external investigation, including the delivery documents, as well as during a quality check using the sampling method (e.g. transport damage, incorrect delivery or underdelivery). The defect notification duty for defects discovered at a later point shall remain unaffected. In every case, a defect notification by Fabmatics shall be considered immediate and timely if it is received by the Supplier within 10 calendar days of delivery.

(5) If the Supplier fails to fulfill its supplementary performance obligation within an appropriate grace period set by Fabmatics, Fabmatics can rectify the fault itself and request compensation and/or a corresponding advance payment from the Supplier for the resulting expenses. If the supplementary performance by the Supplier has failed or is unreasonable for Fabmatics (e.g. due to particular urgency, a risk to operational safety, or the threat of unreasonable damage), no grace period is required; Fabmatics shall inform the Supplier of such circumstances immediately, in advance if possible.

(6) For the rest, Fabmatics is entitled to reduce the purchase price or withdraw from the agreement in the event of a material defect or defect of title. In addition, Fabmatics is entitled to compensation for damages and expenses according to the statutory provisions.

(7) If Fabmatics has a claim for supplementary performance from the Supplier, the Supplier shall also compensate any additional costs incurred for controls, repairs and reworking, or other activities performed by Fabmatics as a result of the defective delivery. Fabmatics is entitled to charge the Supplier a fee of €15 per full quarter-hour for such costs unless the Supplier can prove lower damages.

10 Recourse against suppliers

(1) The legally established recourse claims of Fabmatics within a delivery chain (recourse against suppliers as per §§ 478, 479 BGB) shall remain in effect for Fabmatics without limitation in addition to the defect claims. In particular, Fabmatics is entitled to request the specific type of supplementary performance (rectification or replacement delivery) from the Supplier that Fabmatics owes its customer in the individual case. Fabmatics' statutory right to choose (§ 439 Sec. 1 BGB) shall not be limited hereby.

(2) Before Fabmatics acknowledges or fulfills a defect claim asserted by its customer (including reimbursement of expenses as per §§ 478 Sec. 3, 439 Sec. 2 BGB), Fabmatics shall notify the Supplier of this, providing a brief de-

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scription of the circumstances and requesting a written response. If a response is not received within an appropriate period of time and no amicable solution is reached, the actual defect rectification provided by Fabmatics to its customer shall be considered owed; in this case, the Supplier shall be responsible for providing evidence to the contrary.

(3) Fabmatics' claims as per Paragraph 1 shall also apply if the goods were modified or further processed by Fabmatics or a customer of Fabmatics before their sale to a consumer, e.g. by way of installation.

11 Quality assurance

(1) The Supplier must independently review all drawings, calculations, specifications, and other information from Fabmatics within the scope of its general and specialized knowledge for any errors or contradictions. The Supplier shall notify Fabmatics immediately of any concerns so that they can then work together to resolve them.

(2) The Supplier shall maintain a quality assurance system that corresponds to the latest standards in the relevant supply industry. The Supplier shall perform the quality assurance measures independently, including the necessary documentation. This documentation shall be provided to Fabmatics upon request. The Supplier shall retain the documentation according to the statutory provisions, but at a minimum for 10 years.

(3) The Supplier shall perform a careful outgoing goods inspection before delivery. Goods that did not pass this inspection shall not be delivered. Fabmatics shall inspect the goods after delivery only with regard to type (identity check), quantity, and any transport damage or obvious defects. Fabmatics is not obligated to perform any further inspections.

12 Product liability, insurance obligation, withdrawal

(1) In the event that Fabmatics is subject to a product liability claim, the Supplier shall indemnify Fabmatics from such claims to the extent that the damage was caused by a fault in the goods delivered by the Supplier. In cases of fault-based liability, however, this shall only apply if the Supplier is at fault. Where the cause of the damage is within the Supplier's area of responsibility, the Supplier must prove that it is not at fault.

(2) Regardless of other claims by Fabmatics, the Supplier shall indemnify Fabmatics from all third-party damage compensation claims, particularly those relating to product and manufacturer liability, where these are asserted against Fabmatics GmbH based on a cause within the Supplier's domain and organizational area, and which the third party could therefore also assert against the Supplier rather than against Fabmatics GmbH. In particular, this indemnification duty also includes the defense against

unfounded claims, compensation for any expenses incurred by Fabmatics, and costs associated with recall measures.

(3) During the contractual relationship with Fabmatics, the Supplier shall always maintain sufficient product liability insurance at its own expense. Upon request, the Supplier shall provide Fabmatics with proof of the conclusion and existence of such product liability insurance.

(4) Regardless of any other withdrawal rights, Fabmatics is entitled to withdraw from the agreement in full or in part (i) in the case of a significant deterioration of the Supplier's asset situation, (ii) if insolvency proceedings are initiated with regard to the Supplier's assets or such proceedings are refused due to insufficient assets, or (iii) if the Supplier fails to fulfill material obligations toward Fabmatics GmbH without due cause.

13 Limitation period

(1) Unless otherwise established in the provisions of this point below, both parties' claims shall be subject to the limitation periods established by law.

(2) The limitation period for defect claims is 24 months after delivery of the goods unless a longer limitation period is established by law. Goods that are newly delivered and/or repaired by way of defect rectification shall be subject to a new one-time limitation period of 24 months on this basis; if the original remaining limitation period is longer, it shall apply.

(3) A defect complaint asserted by Fabmatics within the limitation period shall suspend the limitation period until an agreement has been reached with the Supplier regarding rectification of the defect and any consequences; however, such suspension shall end 6 months after a final refusal of defect rectification by the Supplier. Defect claims shall lapse no sooner than 3 months after the end of the suspension, but under no circumstances before the end of the warranty period.

14 Property rights

(1) The Supplier shall warrant that no third-party rights are violated in conjunction with the delivery, and that no third-party ownership rights, industrial property rights, or copyrights (hereinafter; "Property Rights") apply that could impair or exclude the free use of the goods by Fabmatics.

(2) If Fabmatics is subject to a third-party claim due to the violation of a Property Right, the Supplier shall ensure usability of the goods purchased by Fabmatics, if necessary by modifying the components that violate Property Rights or replacing them with components not protected by Property Rights, at the Supplier's discretion. The Supplier shall be liable for all damages, particularly resulting from

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compensation claims by Fabmatics customers or other third parties, that occur due to a violation of Property Rights by way of the intended use of the goods.

(3) The Supplier shall indemnify Fabmatics from any and all third-party claims asserted against Fabmatics, or from which Fabmatics must in turn indemnify its own customers, on the basis of a violation of Property Rights. Without permission from Fabmatics, the Supplier is not entitled to reach any agreements – for instance settlements – with the third party regarding the Property Rights violation. The Supplier's indemnification duty regards all expenses that Fabmatics necessarily incurs from or in conjunction with a third-party claim.

(4) Fabmatics reserves all ownership, usage, design patent, patent, trademark, copyright, personal and other property rights for itself, particularly regarding the images, drawings and other documents, designs, design proposals, templates, worksheets, forms, copyrights, know-how and calculations as well as software provided by Fabmatics in physical or electronic form.

15 Certificates of origin, import/export, customs

(1) The Supplier shall provide its EU value added tax identification number (VAT ID no.) for all deliveries and services.

(2) The Supplier shall notify Fabmatics in writing, as early as possible before the delivery date, about any approval requirements for its goods according to applicable German, European (EU), or U.S. export, customs or foreign trade laws as well as according to the export, customs or foreign trade laws in the goods' country of origin. To this end, the Supplier shall provide the following information and data: the export list number according to Appendix AL to the German Foreign Trade and Payments Ordinance, or comparable list positions from relevant export lists; the Export Control Classification Number according to the U.S. Commerce Control List (ECCN) if the goods are subject to U.S. Export Administration Regulations (EAR); the statistical goods number (HS/CN code); the country of origin (commercial/non-preferential origin), an origin marking key: D = third country / E = EU / F = EFTA; supplier declarations on preferential origin (for EU suppliers) or certificates of preferences (for non-EU suppliers); all other information and data that Fabmatics requires for export and import as well as for re-export of the goods in the event of a resale. The Supplier shall inform Fabmatics immediately in writing of any changes to the above information and data.

(3) If the Supplier violates its obligations as per Paragraph 2, it shall be liable for all expenses and damages as well as other disadvantages (e.g. additional charges for foreign import duties, fines) that Fabmatics incurs as a result. This shall not apply if the Supplier is not responsible for the violation of obligations.

(4) Unless otherwise agreed in writing, imported goods shall always be delivered duty paid. The delivery slip shall include the goods number according to the list of goods

for external trade statistics. In the order confirmation or invoice, the Supplier shall indicate any positions that are subject to export licenses or U.S. export regulations.

(5) At its own expense, the Supplier shall provide any declarations and information requested in the context of Regulation (EC) No. 1207/2001, permit audits by the customs authorities, and provide any necessary official confirmations. The Supplier shall provide all proofs of origin (e.g. certificates of origin, supplier declarations as per EC Regulation No. 1207/2001) to Fabmatics, with a signature and including all necessary information. Subject to any deviating agreements, the Supplier shall handle the entire customs declaration process for the goods including all formalities; in addition to the delivery of customs-ready goods, Fabmatics shall also be provided with the corresponding documents and proofs upon request.

(6) Where necessary, the Supplier shall affix a CE label to the goods and include an EC declaration of conformity or an EC manufacturer's declaration. Relevant certificates, test certificates, and proofs shall be provided free of charge, and risk analyses are to be handed over to Fabmatics upon request. Certificates of origin from the Supplier's upstream suppliers shall be presented to Fabmatics upon request.

16 Conformity with requirements, environmental protection

(1) Fabmatics fundamentally observes the Code of Conduct of the Responsible Business Alliance (www.responsiblebusiness.org/).

(2) The Supplier shall observe all recognized relevant safety and protection requirements, standards, regulations, guidelines (particularly DIN standards, VDE provisions, VDI guidelines, DVGW regulations, UVV) and the statutory provisions regarding product safety (particularly the Product Safety Act), the internationally applicable minimum labor law standards, particularly all conventions of the International Labor Organization (ILO) regarding employee rights, working hours and occupational safety, as well as all applicable statutory and official provisions in each case. The Supplier shall ensure that the persons and employees it hires observe and comply with the applicable safety and accident prevention regulations, including the respective applicable local regulations. Furthermore, the Supplier shall comply with all regulations regarding workplace and environmental protection; this also includes relevant regulations created by customers of Fabmatics GmbH, where Fabmatics indicates that such regulations are valid.

(3) Fabmatics operates an environmental management system as per DIN EN ISO 14001. Environmental protection plays an important role in Fabmatics' quality concept. The Supplier hereby agrees to comply with the respective statutory environmental protection regulations and to introduce and maintain an environmental management system that corresponds to Fabmatics' ecological company

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guidelines, and shall strive to consistently reduce the detrimental impact of its activities on people and the environment.

(4) The Supplier shall not participate actively or passively, neither directly nor indirectly, in any form of bribery or corruption, any violation of human rights or discrimination against its employees, or any forced labor or child labor. In this regard, the Supplier agrees not to hire any employees who cannot prove that they are at least 15 years old. In countries that are subject to the exception for developing countries under ILO Convention 138, the minimum age can be reduced to 14.

(5) The Supplier shall further ensure that the products it delivers fulfill the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (hereinafter: "REACH-VO"). Where necessary under the provisions of REACH-VO, the substances found in the Supplier's products shall be pre-registered and/or registered after the end of the transition periods, where the substance is not excluded from registration.

(6) Suppliers whose registered offices are in countries outside the EU hereby agree to appoint an only representative (hereinafter: "OR") according to Art. 8 REACH-VO, with a registered office in the EU; the name of such representative shall be provided to Fabmatics as well as the address. The OR shall handle all registration and other REACH duties for the Supplier. If the OR has carried out a pre-registration or registration, this shall be reported to Fabmatics along with the registration number. In the event that the OR is replaced or the OR's activities are suspended, the Supplier shall inform Fabmatics of this immediately.

(7) The Supplier warrants that the products it delivers do not contain any substances on the "candidate list" as per Art. 59 Paragraphs (1) and (10) of the REACH-VO. The Supplier hereby agrees to inform Fabmatics immediately in writing if any products it has delivered contain substances on the candidate list. This particularly applies in the event of an expansion or addition to the candidate list. The Supplier shall identify the individual substances by name and report their share in the percent by mass as precisely as possible.

(8) In the case of a delivery of hazardous substances as defined by the Ordinance on Hazardous Substances, or products whose use can potentially involve the release of such substances, the Supplier shall provide the data necessary to create the safety data sheet to Fabmatics or the service provider hired by Fabmatics without being requested.

(9) The Supplier further agrees that the products it delivers shall fulfill all requirements of Regulation (EC) No. 1272/2008 ("CLP-VO"). In particular, non-EU suppliers shall ensure that their OR has performed the registration for the delivered products in the classification and labeling inventory as per Art. 39-42 CLP-VO.

(10) No ozone-degrading substances, such as FCKW/ CFC, carbon tetrachloride, or 1.1.1 trichlorethane, shall be used in manufacturing the delivered goods or packaging.

(11) If the products delivered by the Supplier to Fabmatics are building products in the sense of Regulation (EU) No. 305/2011 ("BauPVO"), the Supplier shall provide Fabmatics with all information needed to create the declaration of performance and/or the declarations of performance created by the Supplier, immediately and in suitable permanent form, and shall affix the CE label or have it affixed to these products according to the applicable legal provisions, particularly the BauPVO and Art. 30 of Regulation (EC) No. 765/2008. By affixing the CE label, the Supplier guarantees the building product's conformity with its declared performance as well as its fulfillment of all legal provisions associated with affixing the CE label.

(12) The Supplier hereby agrees to comply with the provisions established in Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act") regarding conflict minerals as defined in the Dodd-Frank Act. If conflict minerals are necessary for the manufacturing or function of the products delivered by the Supplier, their origin must be disclosed. Upon request, the Supplier shall provide Fabmatics and its affiliates with the documentation required by the Dodd-Frank Act regarding the use and origin of conflict minerals, immediately and in full.

(13) In the event that the Supplier violates one of the above obligations, the Supplier shall indemnify not only Fabmatics and the companies affiliated with Fabmatics, but also their customers from all costs, third-party claims (particularly from direct or indirect damage compensation claims) as well as any disadvantages (e.g. fines) resulting from the violation of the above provision. This shall not apply if the Supplier is not responsible for the violation of the obligation. Furthermore, Fabmatics is entitled to cancel the corresponding order at any time with immediate effect, and to refuse acceptance of the corresponding delivery, without incurring any costs itself. Any existing damage compensation claims shall remain unaffected hereby. A cancellation or refusal of acceptance shall not constitute a waiver of potential damage compensation claims.

17 Choice of law and place of jurisdiction

(1) These Terms and Conditions of Purchase and all legal relationships between Fabmatics and the Supplier are subject to the laws of the Federal Republic of Germany, to the exclusion of international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods. Any requirements and effects of the reservation of title shall be subject to the laws of the place where the goods are located if the choice of German law is impermissible or invalid according to the provisions of national law.

(2) If the Supplier is a merchant in the sense of §§ 1 et seqq. HGB, a legal entity under public law, or a special

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fund under public law, the exclusive place of jurisdiction for all disputes arising from or in conjunction with the agreement shall be the location of Fabmatics' general registered office. However, Fabmatics is also entitled to file a complaint at the place of fulfillment for the delivery obligation or at the Supplier's registered office.

(3) If one or more provisions of these General Terms and Conditions of Purchase should be or become invalid in whole or in part, the other provisions shall remain unaffected hereby. The invalid provision shall be replaced by a provision that as closely as possible approximates the economic intent of the invalid provision. The same shall apply to any gaps in the agreement that need to be filled.