

General Terms & Conditions of Purchase

of Schnaitt International Messe and Ladenbau GmbH (“Principal”)

A. Scope of Application, Contract Documents

1. These General Terms & Conditions (“Terms & Conditions”) apply for all orders placed / contracts awarded by Schnaitt GmbH. They apply equally to purchase orders and contracts for goods, work or services. No General Terms and Conditions of the Contractor that differ from, conflict with or supplement these Terms & Conditions will apply even if known to the Principal unless expressly acknowledged and agreed to in writing.
2. These Terms & Conditions will also apply to any future business conducted with the Contractor in the course of the business relationship between the Parties even if not expressly referred to insofar as they have already been applied in connection with a previous contract and the business conducted was of a similar nature.
3. These Terms & Conditions will apply only to merchants within the meaning of § 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB), public law corporations and public special funds.
4. The following will apply to all contracts awarded the Contractor in the order of priority in which they are listed below:
 - the order / contract together with any separate supplements and addenda,
 - these General Terms & Conditions of Purchase, and
 - statutory and regulatory requirements.
5. All agreements between the Principal and the Contractor will be fixed in writing upon execution of the contract. No oral agreements have been made between the Parties. Any subsequent changes must be made in writing to be valid. This will also apply in respect of any waiver of this written form requirement.

B. General Provisions

1. Quotations / Execution of the Agreement / Confidentiality

- 1.1. The Contractor will confirm acceptance of the order of the Principal by forwarding confirmation or returning a duplicate of the order signed by the Contractor within 3 working days after receipt.
- 1.2. The Principal also reserves the right to make changes in the scope of the goods, work or services after execution of the contract insofar as such changes are not unreasonable for the Contractor. In the case of any such contractual changes, the Parties will take into account any ramifications accordingly, including in particular any increases or decreases in price or changes in delivery dates.
- 1.3. No consideration or remuneration will be paid for visits to the Principal by the Contractor or preparation of quotations, projects, cost estimates, etc.

2. Prices and Payment

- 2.1 Prices specified in orders will be binding. In the case of orders that contain no prices or are not based upon a quotation, no contract will enter into force and effect until the corresponding prices have been agreed.
- 2.2 In the case of goods, prices will be understood to include shipment and delivery to August-Borsig-Str. 7, Bergheim, Germany (DDP, Incoterms 2020).

- 2.3 In the case of items invoiced on the basis of time and materials, invoices must be accompanied by all signed time sheets, vouchers and inspection / performance certificates.
- 2.4 The cost of packing and insurance will be paid only if the corresponding consideration has been expressly agreed. The duty of the Contractor to remove and dispose of packing materials will be governed by the relevant statutory provisions. Any agreement to the contrary is hereby expressly disclaimed.
- 2.5 Invoices must be submitted exclusively by electronic means to rechnung@schnaitt.de.
- 2.6 Unless expressly agreed otherwise, payment will be due 30 days after completion of performance and receipt of a verifiable invoice in compliance with legal requirements (see 2.3). In the event the Contractor's obligations include delivery of documentation, operating instructions or any certifications, the term of payment will not commence until such time as the corresponding documentation or certifications have been received.
- 2.7 All amounts due will be subject to deduction of any setoffs or counterclaims against the Contractor to the extent permitted by law.

3. Liability and Product Liability, Insurance

- 3.1 The Contractor will be liable for any loss or damage attributable to the Contractor pursuant to the statutory provisions. The Contractor will in particular also be liable for any loss or damage that can be attributed to the Contractor's employees or any subcontractors deployed by the Contractor, including loss or damage due to simple negligence.
- 3.2 In the event the Contractor is responsible for any loss or damage caused by a product, the Contractor will, upon the first demand of the Principal, hold the Principal harmless from any claims for loss or damages brought by third parties insofar as the cause lies within the area of control and organization of the Contractor and the Contractor is itself liable. The Contractor's obligation to hold the Principal harmless will apply to any costs or expense arising from or in connection any such claim brought by another party. The Contractor will also be liable for any expense pursuant to §§ 683 and 670 of the German Civil Code or §§ 830, 840 and 426 of the German Civil Code arising from or in connection with any recall action carried out by the Principal. The Principal will – insofar as possible and reasonable – inform the Contractor of the nature and scope of any such recall and give the Contractor an opportunity to respond. This provision will not affect any other legal rights or remedies.
- 3.3 The Contractor will obtain and maintain in force liability insurance, environmental liability insurance and product liability insurance with adequate coverage per claim against personal injury / property damage. The Contractor will at the request of the Principal provide a certificate of insurance to document the existence of such coverage. Any further claims of the Principal for loss or damage that exceed such coverage will remain intact.

4. Third-Party Proprietary Rights

- 4.1 The Contractor represents and warrants that no commercial rights or copyright will be infringed in connection with its goods, work or services (1) in the Federal Republic of Germany, (2) the country in which the Contractor maintains its principal place of business or (3) the country in or for which the goods, work or services are performed or intended.
- 4.2 The Contractor will upon first request hold the Principal harmless from any claims of third parties brought due to infringement of proprietary rights unless the Contractor can

demonstrate that such infringement cannot be attributed to the Contractor. The Contractor's obligation to hold the Principal harmless will in particular also apply to any costs or expense arising from or in connection with any such claim brought by another party. The Principal will not enter into any agreements with any such third party and, in particular, not agree to any settlement without the consent of the Contractor. Each of the Parties will promptly notify the respective other Party in writing in the event any claim arising from infringement of proprietary rights is brought against either of the Parties.

- 4.3 In the event the use of the contractual goods, work or services is impaired by the proprietary rights of third parties, the Contractor will, notwithstanding any other contractual or legal obligations, at its own expense and with the consent of the Principal obtain the right to unrestricted use of the goods, work or services as contemplated by the Parties at no additional cost to the Principal or modify the protected part of the contractual goods, work or services so that they no longer fall within the scope of protection of such rights but nonetheless still fulfill the contractual conditions.

5. Deployment of Subcontractors, Assignment of Rights Arising from this Agreement

- 5.1 The use of subcontractors for the purposes of performance of contractual duties and obligations will be subject to the prior, written consent of the Principal, which the Principal may not unreasonably withhold. The deployment of subcontractors will have no effect upon the contractual duties and obligations of the Contractor or any representations or warranties.
- 5.2 The Principal reserves the right to retract its consent to the deployment of a specific subcontractor for good reason, in particular in the case of legitimate doubt in respect of the experience or qualifications of the subcontractor or failure to comply with work safety / environment regulations. The Contractor will in any such case promptly obtain a suitable replacement. Agreed timelines will remain unaffected.
- 5.3 The Contractor may not assign any contractual rights to third parties, either in part or in their entirety, without the express written consent of the Principal.

6. Confidentiality

- 6.1 The Contractor agrees to treat in strict confidence any information made available to the Contractor in connection with a contract (confidential information) and use such information solely for the purposes of performance of the contract.
- 6.2 The Contractor will grant access to such confidential information only to such employees as are entrusted with the performance of work or services in connection with a contract and are also bound to a duty of confidentiality. In the event it should prove necessary to involve third parties, the Contractor will not entrust any such parties with confidential information without first obtaining the written consent of the Principal to the disclosure of such information and entering into appropriate confidentiality agreements with such third parties.
- 6.3 All documents, drawings, models, etc., provided by the Principal will remain the property of the Principal and may be used solely for the purposes of fulfilling contractual obligations arising from a specific order. The same will apply to copies, including if produced by the Contractor. All such documentation must be returned upon completion of the contract or at our request. The Contractor will have no right of retention.
- 6.4 The duty of confidentiality will not apply to any information that was previously disclosed to the Contractor in the absence of any confidentiality requirement or is or becomes known to the general public independently of any action on the part of the Contractor or is lawfully disclosed to the Contractor by a third party not bound to a duty of confidentiality or can be demonstrated to have been developed independently by the

Contractor or released for publication by the Principal in writing. The confidentiality provision will also not apply in the case of and insofar as covered by a judicial or regulatory order.

7. Force Majeure

- 7.1 Force majeure, labor disputes, business interruptions not attributable to the Principal, civil commotion, regulatory measures and other unavoidable events will release the Principal – notwithstanding other rights – from its obligations, in their entirety or in part, to take delivery of products or services ordered, in which case the Contractor may not bring any claims for loss or damages or other claims against the Principal. The Parties agree in good faith to promptly provide any information required within reasonable limits and adapt their duties and obligations to the changed circumstances. In the event any such disruption should result in a delay in excess of three months, the Principal may cancel the respective contract. Other rights of rescission will remain intact.

C. Special Provisions Governing Orders of Goods

1. Delivery

- 1.1. Agreed delivery dates and timelines will be binding. Proper receipt of the goods ordered by the Principal will be determinative for the purposes of compliance with delivery dates and timelines.
- 1.2. Unless expressly agreed otherwise, goods will be shipped DDP to the place of business of the Principal (Incoterms 2020). If delivery ex works is agreed, the Contractor will make the goods available for shipment and transfer the goods to the agreed carrier on a timely basis, taking into account the time required for loading and shipment.
- 1.3. The Contractor will promptly notify the Principal in writing in the event circumstances occur or the Principal becomes aware of circumstances that indicate that compliance with the agreed time of delivery will not be possible. Such notification will not release the Contractor from its liability for any loss or damage due to the delay in delivery.
- 1.4. In the event the Contractor fails to make timely delivery, the Principal may require payment of liquidated damages in the amount of 1% per day of that part of the total contract amount corresponding to the goods not delivered on time, not, however, to exceed a maximum of 5% of the total contract amount corresponding to that part of the goods not delivered on time. The Contractor expressly reserves the right to bring further claims due to late delivery (including the right to cancel the order and / or claim damages instead of performance). The Principal reserves the right to require payment of liquidated damages at any time prior to issuance / payment of the final invoice (§ 341(3) of the German Civil Code). Acceptance without reservation will not be considered to constitute any waiver of liquidated damages.
- 1.5. Any delivery in advance of the agreed time must be agreed by the two Parties and will not affect the original term of payment.
- 1.6. The Principal will accept only quantities actually ordered. Shipment of quantities in excess of or less than those ordered will be subject to prior agreement between the Parties. If by agreement with the Principal the Contractor delivers shipments in excess of or less than those ordered, these Terms & Conditions will also apply to such shipments.
- 1.7. The Contractor will not make partial shipment without the express written consent of the Principal or unless the Principal can be reasonably expected to accept such partial shipment.

- 1.8. The cost of packing and insurance will be paid only if the corresponding consideration has been expressly agreed.
- 1.9. The duty of the Contractor to dispose of packing materials will be governed by the relevant statutory provisions. Any agreement to the contrary is expressly disclaimed.

2. Representations and Warranties

- 2.1 The Contractor represents and warrants that its goods reflect the accepted rules and most recent state of the art as well the standards, regulations and norms (including safety, occupational health and safety and accident prevention regulations) prevailing in the country of the Principal and the country of destination, are in compliance with the agreed characteristics and have the warranted qualities and are also otherwise free from any physical defect or legal encumbrance.
- 2.2 Approval of drawings, calculations and other documentation by the Principal will not affect the sole responsibility of the Contractor with respect to the goods. This will also apply in respect of suggestions, recommendations and other forms of collaboration or involvement on the part of the Principal.
- 2.3 The Principal agrees to inspect the goods within a reasonable period of time in keeping with good business practice to detect any obvious irregularities or deficiencies in respect of quality or quantity. Notice will in any case be considered to have been given on a timely basis if received by the Contractor within 14 days after receipt of the goods or, in the case of hidden defects, upon discovery of such defects.
- 2.4 The Principal may pursue any and all legal remedies in the case of defects. The Principal may in particular at its sole discretion require that the Contractor cure any defect or supply a new replacement. The Contractor will bear all costs incurred due to corrective action, including in particular the cost of all transport, tolls, materials and labor as well as the cost of disassembly or assembly. The right to claim damages, in particular damages in lieu of performance, will expressly remain in effect.
- 2.5 In the case of purchase contracts, the Principal may correct defects on its own at the expense of the Contractor if the Contractor fails to do so on a timely basis or in the case of special urgency. In the latter case, the Principal will notify the Contractor prior to correction, setting, insofar as possible under the given circumstances, a final – accordingly brief – period of time for commencement of corrective action. The Principal reserves the right to demand payment in advance from the Contractor towards the expense incurred.
- 2.6 The period of limitation in the case of purchase contracts will be 24 months from the time of passing of risk insofar as binding provisions of §§ 478 and 479 do not stipulate otherwise or longer warranty periods are provided by statute (e.g. § 438(1) no. 2 of the German Civil Code). The period of limitation for parts replaced within the warranty period will commence anew upon acceptance of the compliant goods.

D. Special Provisions Governing Labor (Work and Service Agreements)

1. Subject Matter and Price

- 1.1. The scope of the work will be shown in the plans submitted and the specifications referred to in the order. The work will be performed in close consultation with the head of the assembly service of the Principal.
- 1.2. Unless expressly agreed otherwise, the agreed contractual price is a lump-sum amount that covers all ancillary costs, including but not limited to travel expenses, travel time, out-of-pocket expenses, overtime or other such supplements, the cost of miscellaneous

consumables and supplies as well as the use of necessary machinery, equipment, etc. The agreed lump-sum price will be due and payable upon acceptance of the work or in the case of a service contract upon performance of the work and receipt of an invoice prepared in compliance with applicable laws and regulations.

- 1.3. The Contractor will at least one week prior to loading of trade show components notify the Principal of its needs in terms of required ladders, lifting equipment, scissors lifts, mobile scaffolding If no such notification is forthcoming from the Contractor, the Contractor will provide such equipment at its own expense.

2. Quality of Work or Services / Personnel

- 2.1 The Contractor will deploy personnel for the performance of contracted work and services that are qualified for the performance of such work and services. In particular, work on electrical equipment and systems must be performed by qualified personnel with verifiable professional credentials. Personnel assigned to a trade show must have a clean, tidy appearance and make a professional impression.
- 2.2 The Contractor will ensure that contractual work and services are suitable for the purposes contemplated under the contract. The Contractor will promptly notify the Principal of any misgivings in respect of the contemplated work or services.
- 2.3 The Contractor will upon execution of a contract provide the Principal with the name of a qualified contact person who can furnish any necessary information and is vested with decision-making authority.
- 2.4 The Principal may demand that employees be replaced for good reason. This will apply in particular in the case of legitimate reason to doubt the experience or qualifications of an employee or failure to comply with work safety / environmental protection regulations. The Contractor will in such cases promptly provide qualified replacement personnel. This will not affect agreed times and dates.
- 2.5 The Contractor agrees to comply with all legal regulations governing the welfare of employees, including but not limited to regulations governing minimum wages and remittance of social-security contributions. This will apply in particular in respect of compliance with any local laws governing taxation, social-security and minimum wages in effect at the place of performance as well as well as applicable guidelines for the posting of personnel abroad. This duty will also apply in respect of temporary employees within the meaning of the German Temporary Employment Act (*Arbeitnehmerüberlassungsgesetz – AÜG*) who are deployed in connection with the performance of the contractual work or services.
- 2.6 The Contractor will ensure that personnel deployed by the Contractor have social security identification and any other required documents on their person while on the construction site.
- 2.7 The Contractor will comply with German occupational safety and health regulations in connection with the performance of work and services as well as with any national regulations and generally accepted standards of technical safety and occupational medicine in effect at the place of delivery or performance.
- 2.8 The Contractor will observe and comply with German regulations governing registration / notification duties, import and export regulations and guidelines as well as with such duties, regulations or guidelines applicable at the place of performance.
- 2.9 The Contractor will also ensure that its subcontractors comply with the provisions contained in to 2.5 – 2.8 above. In the case of any breach or failure to submit the

necessary documentary proof despite receipt of a request to submit such proof within a period set for that purpose, the Principal may cancel the contract with immediate effect without notice.

- 2.10 The Contractor will upon first request of the Principal hold the Principal harmless from any claims brought by third parties in respect of failure on the part of the Contractor to comply with the provisions contained in 2.5 – 2.9 above. The Principal will assume no liability for failure to comply with legal regulations in effect at the place of performance.

3. Time of Performance

- 3.1 Agreed times and dates are binding and compliance is therefore compulsory. The date of completion is a fixed time.
- 3.2 The Contractor will promptly notify the Principal in writing in the event circumstances occur or the Principal becomes aware of circumstances that indicate that compliance with the agreed times or dates will not be possible. Such notification will not release the Contractor from its liability for any loss or damage due to delay.

4. Acceptance in the Case of Work Contracts

- 4.1 An acceptance memorandum will be prepared upon completion of the contracted work. Acceptance will be carried in the presence of the Contractor and the Principal and possibly the Customer of the Principal. The acceptance memorandum will be signed by the Principal and the original thereof submitted by the Contractor together with the corresponding invoice. Any additional goods, work or services or quantities less than or in excess of those originally agreed will be noted in the acceptance memorandum. The Contractor may not require acceptance of partial quantities.
- 4.2 Acceptance will be refused if defects or deficiencies are ascertained. The Contractor will promptly correct any defects or deficiencies, at the very latest within a reasonable period of time set by the Principal for such purposes. Acceptance may not be refused in the case of immaterial defects or deficiencies.
- 4.3 The Contractor will have qualified personnel available for any necessary corrective work up to the time of acceptance pursuant to 3.1 above.
- 4.4 The Contractor will reimburse the Principal for any costs incurred due to the repetition of acceptance procedures.

5. Representations and Warranties

- 5.1 The Contractor represents and warrants that its work and services reflect the accepted rules and most recent state of the art as well standards, regulations and norms (including safety, occupational health and safety and accident prevention regulations), prevailing in the country of deployment, are in compliance with the agreed characteristics and have the warranted qualities and are also otherwise free from any physical defect or legal encumbrance.
- 5.2 Approval of drawings, calculations and other documentation by the Principal will not affect the sole responsibility of the Contractor with respect to the work or services. This will also apply in respect of suggestions, recommendations and other forms of collaboration or involvement by the Principal.
- 5.3 The Principal may enforce its legal warranty rights to the fullest extent of the law. The statutory provisions governing warranty periods will apply.

6. Term and Termination of Contracts

- 6.1 The term of the respective contract and any provisions governing termination for convenience will be specified in the respective purchase order. The right of the Principal to terminate for cause will remain unaffected.
- 6.2 In the event of termination of a contract, the Contractor will without being asked to do so surrender or at the express request of the Principal delete all information such as files, records, electronically stored data and documentation, including any copies, that the Contractor may have received in connection with the contract or produced on the basis of information made available to the Contractor. Legal record-keeping duties of the Contractor will remain unaffected.

E. Code of Conduct, General Provisions

1. The Contractor agrees to comply with the Code of Conduct of the Principal (available for downloading at www.schnaitt.de) and bind its subcontractors accordingly.
2. The place of performance and jurisdictional venue for any disputes arising from or in connection with the contractual relationship between the Parties will be the location of the place of business of the Principal insofar as the Contractor is a merchant, a public law corporation or public special fund. The Principal may, however, bring action against the Contractor before the courts of general jurisdiction over the Contractor.
3. The agreement will be interpreted and construed exclusively in accordance with the laws of the Federal Republic of Germany to the exclusion of the application of the U.N. Convention on Contracts for the International Sale of Goods. Conflict of laws provisions will not apply to the extent that it is possible to waive them.
4. In the event any provision of these Terms & Conditions should be or become void, invalid or unenforceable in part or in its entirety or any provision that would otherwise have been necessary is found to be lacking, the validity and enforceability of all remaining provisions of this Agreement will not be affected.

As of 10/2022