

**I. Scope**

- I.1 The following Purchasing Terms and Conditions of Apollo Gößnitz GmbH (hereinafter, "Apollo") apply to all purchases of goods made by Apollo from the supplier. After they have been effectively included the first time, they also apply to all future transactions with the supplier. Confirmations by the supplier that make reference to its own business or sales terms and conditions are hereby objected to. Such terms and conditions do not become a part of agreements unless Apollo expressly confirms them.
- I.2 These Purchasing Terms and Conditions also apply where Apollo accepts delivery without reservation despite awareness of terms and conditions of the supplier that conflict with or deviate from its Purchasing Terms and Conditions.

**II. Conclusion of contract**

- II.1 The supplier is obligated to accept or refuse Apollo's order within two weeks by sending a copy of the order signed by it. Controlling is the date of receipt of the declaration. Until acceptance, Apollo is entitled to cancel the order at no cost. Cancellation is timely if it is made prior to receipt of the acceptance.
- II.2 If images, drawings or other documents are provided to the supplier in connection with the placement or execution of an order, Apollo reserves title to same as well as all copyrights. The documents may be used by the supplier solely for carrying out the order. They may not be made accessible to third parties without express written consent. They must be returned to Apollo when the order has been completed. Reference is made to Clause XII of the Purchasing Terms and Conditions.
- II.3 The supplier may not subcontract orders without prior written consent.

**III. Prices, invoicing and payment terms**

- III.1 The price indicated in the respective order is in euros. It is a fixed price and is binding. Value-added tax is included in the price. The price includes free delivery, as well as insurance, customs duties, packing, other ancillary costs, documentation and any operating instructions.
- III.2 Invoices can be processed only if they are received by Apollo indicating all order data as well as the order or supply number set out in the order. In the case of deliveries made from outside the EU, the supplier must provide its EU VAT identification number. Apollo reserves the ability to return invoices to the supplier that do not meet these requirements, particularly with respect to the order data or the VAT rules, and to insist on issuance of a properly prepared invoice.
- III.3 Unless agreed otherwise, Apollo pays the purchase price within 14 days, counted from delivery in full and receipt of a properly prepared invoice. Payment deadlines do not begin to run prior to the agreed delivery date.
- III.4 Payments do not mean acknowledgment of the delivery as being in conformity with the contract.
- III.5 Apollo is entitled without limitation to the statutory rights of set-off and retention.

**IV. Delivery dates and delivery deadlines**

- IV.1 The delivery period specified in the order is binding.
- IV.2 The supplier is obligated to notify Apollo without delay if circumstances arise or become apparent to it that indicate that the agreed delivery period cannot be adhered to.
- IV.3 In the event of default in delivery for which the supplier is responsible, Apollo is entitled to a contractual penalty for each full calendar week of default. Apollo will specify the amount of the contractual penalty in the contract. Apollo is entitled to demand performance in addition to the contractual penalty. Apollo undertakes to notify the supplier in writing not later than one week after receipt of the delayed delivery that it is reserving the ability to assert the contractual penalty.
- IV.4 Apollo is entitled without limitation to assert other statutory rights in the case of default in delivery. In particular, Apollo reserves the right also to assert more extensive damages from default on a case-by-case basis. The contractual penalty within the meaning of Clause IV.3 is to be applied toward compensation of damages in every case.

**V. Shipment and transfer of risk**

- V.1 Delivery must be made to Apollo during normal receiving hours (Monday to Friday, 7:00 a.m. to 3:00 p.m.). The delivery must be accompanied by a delivery note that provides a precise description of the contents and is furnished with the order or supply number set out in Apollo's order. Partial deliveries will be accepted if they were announced in advance and approved by Apollo.
- V.2 Delivery is made free of charge to Apollo (*in German, "frei Haus"*). This means that the risk of accidental loss or deterioration passes to Apollo upon delivery.

**VI. Quality, defect rights, duty to inspect**

- VI.1 Over- or under-deliveries that are more than insignificant constitute a material defect. Unless expressly agreed otherwise, the supplier guarantees that the items will be brand-new and that they can be used by Apollo for their intended purpose. The delivered items must be state of the art. In the case of equipment, a user manual must be provided with the delivery.
- VI.2 Apollo undertakes to inspect the goods within a reasonable period of time for any deviations in terms of quality and quantity. A complaint is timely if it is received by the supplier within three business days, counted from the date of receipt of the goods or, in the case of hidden defects, counted from the date of their discovery.
- VI.3 Apollo is entitled without limitation to the statutory claims for defects. In any case, Apollo is entitled to demand from the supplier, at Apollo's discretion, elimination of the defects or delivery of a new item. The right to compensation of damages, particularly the right to compensation of damages in lieu of performance, remains expressly reserved. Apollo is entitled to eliminate the defects itself at the supplier's expense if the supplier is in default in eliminating the defects and a deadline has expired without result.
- VI.4 The prescription period amounts to 36 months starting at the time of transfer of risk.

**VII. Product liability**

- VII.1 The supplier is responsible within the scope prescribed by statute for the materials, parts and components it delivers, including for the end product as well in this respect. The supplier is obligated to indemnify Apollo on first demand against third-party claims for compensation of damages, to the extent that the cause of damage lies in the supplier's area of control and organization and it itself is liable vis-à-vis third parties.
- VII.2 If the supplier is liable in accordance with Clause VII.1, it is also obligated in addition to compensate Apollo for the effort and expense incurred with a recall campaign to be conducted by Apollo. Where possible, and to the extent it can reasonably be expected to do so, Apollo will notify the supplier about the content and scope of recall measures to be conducted and give it an opportunity to state its position. The foregoing does not affect statutory claims.
- VII.3 The supplier undertakes to maintain product liability insurance at all times, with a sum insured of EUR 5 million per person and property damage claim, and to demonstrate same upon request. It is understood that any compensation of damages is not limited in terms of amount as a result of this.

**VIII. Industrial property rights**

- VIII.1 The supplier warrants that rights of third parties (e.g., patents, utility models, designs, trademarks) will not be infringed in connection with or through the use of its delivery worldwide.
- VIII.2 If Apollo is nevertheless sued by third parties because the supplier culpably breached its warranty obligations in Clause VIII.1, the supplier is obligated to indemnify Apollo against such claims on first written demand. The obligation to

indemnify covers all expenses that Apollo necessarily incurs as a result of or in connection with a lawsuit brought by third parties, including the costs of legal defense. The prescription period in this case amounts to 36 months starting at the time of transfer of risk. Apollo will notify the supplier about a lawsuit without delay and give it an opportunity to state its position. The supplier is obligated to immediately provide Apollo with all documentation and information necessary to defend against claims of third parties.

**IX. Items subject to retention of title**

- IX.1 If Apollo provides the supplier with materials and/or parts, Apollo retain title thereto (items subject to retention of title). Items subject to retention of title are to be stored separately. Processing or reconfiguration by the supplier is performed for Apollo. If the item subject to retention of title is processed with other objects that do not belong to Apollo, then Apollo acquires co-title to the new item in the ratio that the value of the item subject to retention of title bears to the other items processed along with it at the time of processing.
- IX.2 If the item subject to retention of title is inseparably combined or intermixed with other objects that do not belong to Apollo, then Apollo acquires co-title to the new item in the ratio that the value of the item subject to retention of title bears to the other item at the time of combination or intermixture. If the combination or intermixture occurs in such a way that the supplier's item is to be considered the principal item, then it is deemed agreed that the supplier assigns to Apollo the pro-rata share of co-title.
- IX.3 The supplier must safeguard sole title or co-title for Apollo. To the extent that the security rights to which Apollo is entitled in accordance with Clause IX.1 and IX.2 exceed the purchase price of the items subject to retention of title by more than 10%, Apollo is obligated to partially release the security rights of its choice at the supplier's request.
- IX.4 Apollo retains title to tools and models that were provided by Apollo or that are to be manufactured for the purpose of carrying out the order. The supplier is obligated to use the tools solely for manufacturing the goods ordered by Apollo. The supplier is obligated to insure the tools at replacement value at its own expense against weather-related damage and theft. The supplier hereby assigns to Apollo all indemnity claims under such insurance. Apollo hereby accepts the assignment. The supplier is obligated to perform any required repair, maintenance, service and inspection work on Apollo's tools in a timely manner and at its own expense. It must promptly notify Apollo of any incidents. If it culpably fails to do so, Apollo reserves the ability to assert claims for compensation of damages.

**X. Export and customs provisions**

- X.1 Where so demanded of it in writing, the supplier is obligated to furnish Apollo with all information and data that will be needed in the event of resale of goods or end products in connection with export and customs checks.

**XI. Safety and environmental protection**

- XI.1 Deliveries must comply with statutory provisions, particularly safety and environmental protection provisions, including the German Ordinance on Hazardous Substances (GefStoffV), the German Electric and Electronic Equipment Act (ElektroG) and the safety recommendations of the competent German specialist bodies and specialist associations, such as VDI, VDE and DIN. Relevant certifications, testing results and other supporting documents must be furnished together with the delivery.
- XI.2 The supplier is solely responsible for complying with accident prevention rules in connection with the delivery. Apollo must be provided with any manufacturer instructions together with the delivery.
- XI.3 Delivery must be made to Apollo in one-way standard packaging customary in the trade. In doing so, the supplier should use environmentally friendly materials where possible. Upon delivery, the supplier must take back the packaging at its expense if Apollo requests that it do so.

**XII. Confidentiality**

- XII.1 The supplier is obligated to maintain in strict confidence all images, drawings, models, calculations and other documents and information, particularly those of a technical or financial nature, as well as experiences, findings and business and trade secrets, that are disclosed to it as a result of the collaboration with Apollo (hereinafter, "Confidential Information"). Confidential Information is to be secured against access by third parties using appropriate security measures, and it may be made available to third parties only with the express consent of Apollo. Where Confidential Information is made available to employees, agents of the supplier or other third parties, they are to be obligated to maintain confidentiality in line with this Clause 12.
- XII.2 The confidentiality obligation survives the ending of the contract. Apollo is entitled without limitation to the statutory rights, which remain unaffected by the foregoing.
- XII.3 The security measures taken by the Supplier within the meaning of Clause XI.1 and the confidentiality obligations imposed on third parties are to be documented and, upon request, submitted to Apollo.
- XII.4 The foregoing obligations do not apply to Confidential Information that was known to the supplier prior to it having been communicated in connection with this contract, that was independently developed or otherwise lawfully obtained by the supplier, or that is in the public domain or enters the public domain without a breach of these terms and conditions.
- XII.5 When the contract ends, Confidential Information that is in the possession or under the control of the supplier must be returned to Apollo in full without delay.

**XIII. Data protection**

- XIII.1 In compliance with statutory provisions (in particular, the EU General Data Protection Regulation, the German Federal Data Protection Act [BDSG] and the German Telemedia Act [TMG]), Apollo will collect, store, process and transmit the personal data of its suppliers solely for its own business purposes. For details, please see Apollo's Privacy Policy (<https://www.apollo-goessnitz.de/en/privacy-policy>).

**XIV. General provisions**

- XIV.1 If a contractually agreed understanding or provision of these Purchasing Terms and Conditions is ineffective in whole or in part, the effectiveness of the other provisions remains unaffected thereby. In such case, the parties undertake to replace the ineffective contractual understanding with an effective provision that most closely approximates the economic purpose of the ineffective provision.
- XIV.2 Apollo's registered office is the place of jurisdiction for all disputes under or in connection with the contractual relationship. However, Apollo is also entitled to bring suit against the supplier at the latter's general place of jurisdiction.
- XIV.3 The applicable law is that of the Federal Republic of Germany, under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German international private law.