



TIRA GmbH's General Terms and Conditions of Purchase

1. Scope

2. These general terms and conditions of purchase apply to all business dealings between TIRA GmbH (hereinafter referred to as „TIRA“) and the supplier, even if they are not specifically mentioned in subsequent contracts. They apply accordingly to works and services. In the case of works, acceptance of the work shall take the place of acceptance of the delivered products; in the case of services, acceptance of the service shall take the place of acceptance of the delivered products.
3. Any terms and conditions of the supplier that conflict with, are in addition to, or deviate from these general terms and conditions of purchase shall not form part of the contract unless TIRA has agreed to their validity in writing. These general terms and conditions of purchase shall apply even if TIRA accepts a delivery from the supplier without reservation whilst being aware of the supplier's conflicting, additional or deviating terms and conditions.
4. Any additional agreements or agreements deviating from these General Terms and Conditions of Purchase must be in writing (section 126b of the German Civil Code (BGB)). Individual contractual agreements shall always take precedence over these General Terms and Conditions of Purchase; their validity is not dependent on compliance with any specific form. The requirement for written form set out in the first sentence shall not apply to such individual agreements.
5. Any rights to which TIRA is entitled under statutory provisions or under other agreements in addition to these General Terms and Conditions of Purchase remain unaffected.
6. The supplier acknowledges TIRA's currently applicable Supplier Code of Conduct, which shall be made available to the supplier in writing no later than upon receipt of the first order and which is available in its current version at <https://www.tira-gmbh.de/sonstige/agb/>. The supplier undertakes to comply with the principles set out therein – in particular regarding human rights, the prohibition of child labour and forced labour, working conditions, environmental protection and the prevention of corruption – and to take appropriate measures to ensure that its own suppliers also observe these principles. A material breach which the supplier fails to remedy within a reasonable period despite a written request entitles TIRA to withdraw from the contract or to terminate the business relationship. Any further statutory rights of TIRA remain unaffected.

2. Conclusion and Amendments to Contracts

1. An order shall only become binding once it has been placed by TIRA in writing or, in the case of an order placed verbally – in particular by telephone – or using other means of distance communication, once it has been duly confirmed in writing by the supplier. An order generated by automated systems, where the signature and name are missing, shall be deemed to have been made in writing. TIRA's failure to respond to quotations, requests or other statements from the supplier shall only be deemed to constitute acceptance if this has been agreed in writing. Insofar as the order contains obvious errors, clerical errors or calculation errors, it shall not be binding on TIRA.
2. Quotations, designs, samples and prototypes provided by the supplier shall be free of charge to TIRA. Upon TIRA's request, the supplier shall retrieve them immediately and at its own expense.
3. The supplier must inform TIRA in writing prior to the conclusion of the contract if the products ordered are subject to export controls or other restrictions on their marketability under the regulations in force in the Federal Republic of Germany. In the event of failure to provide proper information – in particular, failure to provide information, or the provision of incorrect, incomplete or untimely information – TIRA shall be entitled to withdraw from the contract following the expiry of a reasonable period set by TIRA,



irrespective of any fault on the part of the supplier. The same shall apply if the products are subject to export controls or other restrictions on their marketability. Any further claims by TIRA remain unaffected.

4. The supplier must issue a written order confirmation without delay, at the latest one week after receipt of the order, in which the price and delivery time are expressly stated. Any deviations in the order confirmation from the order shall only be deemed agreed once they have been confirmed in writing by TIRA. The same applies to subsequent amendments to the contract.
5. Order confirmations, dispatch notes, consignment notes, delivery notes, invoices and other correspondence from the supplier must contain the order details, in particular the order number, order date and supplier number.
6. If, during the performance of a contract, it becomes apparent that deviations from the originally agreed specification are necessary or appropriate, the supplier must inform TIRA immediately in writing and submit proposals for amendments. TIRA may demand changes to the goods to be supplied, provided this is reasonable for the supplier to comply with, taking into account its operational capabilities. The supplier must be granted a reasonable period of time to make the necessary adjustments to production. Both parties shall take due account of the impact of the change on costs and delivery dates; if this results in a change to the costs incurred by the supplier, the price shall be adjusted accordingly. If no agreement on the adjustment is reached within eight weeks of a written request, both parties shall be entitled to terminate the part of the contract affected by the change.
7. If the supplier applies for the commencement of insolvency or similar proceedings in respect of its own assets, or if a well-founded application by a third party for the commencement of insolvency or similar proceedings in respect of the supplier's assets is rejected on the grounds of lack of assets, TIRA shall be entitled to withdraw from the contract in whole or in part.

3. Packaging, Dispatch, Delivery and Transfer of Ownership

1. The supplier must comply with TIRA's specifications for the dispatch of the products, in particular the applicable transport, packaging and delivery regulations. Delivery must be made in packaging appropriate to the nature of the products. In particular, the products must be packaged in such a way as to prevent damage in transit. Packaging materials must be used only to the extent necessary for this purpose and must be environmentally friendly and recyclable. Insofar as TIRA incurs costs for the proper disposal of packaging materials provided by the supplier, the supplier shall reimburse TIRA for the reasonable costs actually incurred in this regard; the supplier is entitled to take back the packaging materials themselves following prior consultation. The use of reusable packaging is permitted only with TIRA's prior written consent. The supplier must label the packaging with the scope of the delivery, the item and material numbers, the delivery quantity, the date of manufacture and the order details, in particular the order number, order date and supplier number.
2. Notification of the dispatch of the products must be given without delay. Where it has been agreed that TIRA shall bear the transport costs, this shall apply only to the costs associated with the most economical method of dispatch, even if faster transport is required to meet the agreed delivery periods and dates. All deliveries must be accompanied by a single copy of a delivery note specifying the scope of the delivery, the item and material numbers, the quantity delivered, the date of manufacture and the order details, in particular the order number, order date and supplier number.
3. Where a VAT-exempt supply is applicable, the supplier must provide the necessary evidence, insofar as such evidence falls within the supplier's sphere of responsibility. For deliveries within the European Union, the supplier must, without being asked, provide their VAT registration number in writing, prove their status as a business, and cooperate in providing the export evidence required by the accounts and supporting documents.
4. Deliveries may only be made on working days during normal business hours: Monday to Thursday from 7.30 am to 12.00 pm and from 12.45 pm to 4.30 pm, and on Fridays from 7.30 am to 12.30 pm. The supplier shall indemnify TIRA against all claims asserted by third parties in respect of deliveries made

outside these times, unless the supplier is not at fault for the delivery being made outside normal business hours.

5. When delivering the products, the supplier must comply with the Hazardous Substances Ordinance (GefStoffV), in particular by packaging and labelling the relevant products appropriately and expressly indicating the presence of hazardous substances on the delivery note.
6. Ownership of the products shall pass to TIRA immediately upon handover, free of any encumbrances. The supplier warrants that it is authorised to resell the products and to transfer ownership.

4. Delivery Time

1. The delivery periods and dates specified in the order or agreed in any other way are binding. Delivery periods commence on the date of the order. The products must be received at the delivery address specified by TIRA within the delivery period or by the agreed delivery date.
2. If it becomes apparent to the supplier that the delivery time cannot be met, they must notify TIRA immediately in writing, stating the reasons and the expected duration of the delay.
3. In the event of a delay in delivery and following the expiry of a reasonable period set by TIRA, TIRA shall be entitled to withdraw from the contract, irrespective of whether the supplier is at fault. In the event of a delay on the part of the supplier, TIRA shall be entitled to claim a contractual penalty of 0.5 per cent of the net order value for each week or part thereof of the delay, up to a maximum of 5 per cent of the net order value, unless the supplier is not responsible for the delay in delivery. TIRA must claim the contractual penalty no later than upon making the final payment. Any forfeited contractual penalty shall be set off against any damages owed in respect of the same delay. Cases of force majeure are excluded. The right to claim further damages remains unaffected. TIRA's right to delivery shall only be excluded if the supplier, at TIRA's request, pays damages in lieu of delivery. Acceptance of a late delivery shall not constitute a waiver of claims for damages or the contractual penalty.
4. Delivery before the agreed delivery date is only permitted with TIRA's prior written consent. TIRA is entitled to store products delivered early at the supplier's expense or to return them at the supplier's expense, unless the delay is minor.

5. Prices and Payment

1. The price stated in the order is binding and is on a 'delivered free to door' basis. Unless otherwise agreed in writing, the price includes, in particular, the costs of packaging, shipping materials and transport to the delivery address specified by TIRA, as well as customs duties and other public levies. Statutory value added tax is included in the price, unless it is expressly designated as a net price.
2. TIRA is entitled to determine the type of packaging, the means of transport, the route of transport and the transport insurance. The supplier is obliged to take out transport insurance. The costs of transport insurance shall be borne by the supplier, unless otherwise agreed in writing.
3. TIRA shall receive a single copy of the supplier's invoice. It must not be enclosed with the delivery but must be sent separately. Invoices without an order number, order date or supplier number shall be deemed not to have been received as they cannot be processed.
4. Payment shall be made within 14 days of acceptance of the products and receipt of the invoice, subject to a 3 per cent discount; within 21 days, subject to a 2 per cent discount; or within 30 days net. Payment is subject to verification of the invoice. TIRA is entitled, at its discretion, to make payment by cheque or bank transfer. In the event of a defective delivery, TIRA is entitled to withhold payment to the extent of the defect until proper performance has been achieved, without any loss of rebates, discounts or similar price reductions. In such cases, the payment period shall commence once the defects have been fully rectified. In the event of early delivery of the products, the payment period shall commence at the earliest upon expiry of the delivery period or on the agreed delivery date. Where the supplier is required to provide material tests, test reports, quality documents or other documentation, acceptance of the products shall only trigger the payment period if the required documents are handed over to TIRA at



the latest upon acceptance. In the event of late payment, the supplier may charge interest on arrears at a rate of 9 percentage points above the relevant base rate per annum. Following the fruitless expiry of a reasonable grace period, which the supplier has set for TIRA after the payment has fallen into arrears, the supplier is entitled to withdraw from the contract, unless TIRA is not responsible for the delay in payment. The supplier is obliged, at TIRA's request, to provide a binding declaration within a reasonable period as to whether, upon expiry of the grace period, it will withdraw from the contract due to the delay in payment or whether it will continue to be bound by the contract.

6. *Transfer of Risk*

1. The supplier shall bear the risk of accidental loss or accidental deterioration of the products until they are handed over to TIRA.
2. If the supplier is obliged to install or assemble the products on TIRA's premises, the risk shall not pass to TIRA until the products have been installed or assembled. This shall also apply where TIRA has assumed certain costs, such as transport costs.

7. *Warranty, Claims for Defects and Guarantees*

1. The supplier warrants that the products supplied comply with the relevant legal provisions and the regulations and guidelines of public authorities, employers' liability insurance associations and trade associations. The supplier shall indemnify TIRA against all claims by third parties asserted against TIRA or its customers on the grounds of a breach of these regulations, unless the supplier is not responsible for the breach of these regulations. TIRA must be informed in writing without delay of any concerns the supplier may have regarding the execution of the order as requested by TIRA.
2. TIRA shall notify the supplier of any apparent defects within two weeks of acceptance of the products and of any latent defects within two weeks of their discovery. In the case of deliveries comprising a large number of identical products, TIRA shall inspect a reasonable quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be inspected shall be reduced to a reasonable extent. If individual samples from a consignment are defective, TIRA may, at its discretion, require the supplier to set aside the defective items or assert claims for defects in respect of the entire consignment. Where, as a result of defects in the products, an inspection of the products exceeding the usual scope of the incoming goods inspection becomes necessary, the supplier shall bear the costs of such inspection. In the event of delay or loss of the notification, timely dispatch shall suffice.
3. Where TIRA has concluded a framework agreement with the supplier, the supplier is obliged to maintain a suitable quality management system and to manufacture and inspect the products to be supplied in accordance with this quality management system. If, for the manufacture or quality assurance of the products to be supplied, the supplier procures production or testing equipment, software, services, materials or other supplies from sub-suppliers, it shall either contractually incorporate these into its quality management system or ensure the quality of the supplies itself. In particular, the supplier shall carry out its own material tests. The supplier shall keep records of the implementation of the quality assurance measures and shall store these records, as well as any samples of the products to be supplied, in a clearly organised manner. It shall grant TIRA access to the records to the extent necessary, explain the records and hand over copies of the records as well as any samples. Immediately upon acceptance of the products, insofar as this is practicable in the ordinary course of business, TIRA shall check whether they correspond to the quantity and type ordered and whether there is any externally visible transport damage. Should a defect become apparent during these checks or at a later date, TIRA shall notify the supplier thereof within two weeks of the check or of the discovery. No further incoming goods inspection shall take place.
4. If, due to defects, the delivered products are not marketable in accordance with the relevant legal provisions or must be disposed of properly by TIRA, TIRA shall be entitled to carry out the disposal at the supplier's expense.



5. In the event of defects in the products, TIRA shall be entitled, without prejudice to statutory claims for defects, at its own discretion, to demand, as a form of subsequent performance, either the immediate rectification of the defects or the delivery of defect-free products by the supplier. The supplier shall bear the costs necessary for the purpose of subsequent performance. This shall also apply if, in accordance with their intended use, the products have been moved after delivery to a location other than the delivery address specified by TIRA. If the supplier fails to fulfil its obligation to provide subsequent performance within a reasonable period set by TIRA, TIRA may carry out the necessary measures itself or have them carried out by a third party at the supplier's expense and risk, unless the supplier is not responsible for the failure to perform the obligation by the expiry of the grace period. It shall not be necessary to set a time limit if the supplier seriously and definitively refuses to perform, or if there are special circumstances which, having weighed up the interests of both parties, justify the immediate assertion of the claim for defects. Special circumstances in this sense exist, in particular, in urgent cases where it is highly likely that subsequent performance by the supplier will not avert the imminent detriment to TIRA. In this case, TIRA is entitled to take the necessary measures at the supplier's expense and risk even without the expiry of a reasonable grace period, provided that TIRA notifies the supplier accordingly.
6. The acceptance of the products, as well as the processing, payment for and reordering of products not yet identified as defective and not yet the subject of a complaint, shall not constitute approval of the delivery by TIRA nor a waiver of claims for defects.
7. The limitation period for TIRA's claims for defects is 24 months from the date of delivery of the products. For defects notified by TIRA within the limitation period, the claims for defects shall become time-barred no earlier than six months after the notice of defect is given. Where TIRA procures the products for the purpose of resale, the limitation period shall commence at the time at which the limitation period arising from the resale of the products begins, but no later than twelve months after TIRA's acceptance of the products. The same shall apply where TIRA procures the products for the purpose of further processing. The foregoing shall not apply if the supplier has fraudulently concealed the defect.
8. Suppliers of products requiring spare parts are obliged, after the expiry of the limitation period, to supply TIRA with the necessary spare parts, accessories and tools for a further period of ten years at the previous prices plus compensation for inflation.
9. Any further guarantees provided by the supplier remain unaffected.

8. Product Liability

1. The supplier is obliged to indemnify TIRA against any third-party claims arising from domestic and foreign product liability, unless the supplier is not liable for the product defect and the damage incurred in accordance with the principles of product liability law. Any further claims by TIRA remain unaffected.
2. As part of this obligation to indemnify, the supplier shall, in particular, also reimburse TIRA for any expenses arising from or in connection with a warning, replacement or recall campaign carried out by TIRA. TIRA shall, as far as possible and reasonable, inform the supplier of the content and scope of the measures to be carried out and give the supplier the opportunity to comment. The supplier shall support TIRA to the best of its ability in carrying out the measures and shall take all reasonable measures ordered by TIRA.
3. The supplier is obliged to take out and maintain liability insurance with a sum insured appropriate to the products, amounting to at least €3 million per personal injury claim for each individual and at least €5 million per property damage claim. The supplier hereby assigns to TIRA the claims arising from the liability insurance, together with all ancillary rights. TIRA hereby accepts this assignment. Should an assignment not be permitted under the insurance contract, the supplier hereby instructs the insurer to make any payments solely to TIRA. Any further claims by TIRA remain unaffected by this. Upon request, the Supplier shall provide TIRA with evidence of the conclusion and continued validity of the third-party liability insurance. The supplier shall refrain from any act or omission that could jeopardise the insurance cover.



4. If the supplier fails to properly fulfil its obligation under paragraph 3, TIRA shall be entitled, but not obliged, to take out third-party liability insurance at the supplier's expense.

9. Third-party Intellectual Property Rights

1. The supplier warrants that the supply and use of the products do not infringe any patents, licences or other intellectual property rights or copyright of third parties. This shall not apply insofar as the products were developed by TIRA.
2. If TIRA or its customers are subject to a claim by a third-party arising from the supply and use of the products on the grounds of an infringement of such rights, the supplier is obliged to indemnify TIRA against such claims. The obligation to indemnify covers all costs incurred by TIRA in connection with such claims. In particular, TIRA is entitled to obtain authorisation from the third party to use the products at the supplier's expense. The obligation to indemnify shall not apply if the supplier is not responsible for the infringement of third-party intellectual property rights.

10. Force Majeure

1. If TIRA is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, TIRA shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being liable to the supplier for damages. The same shall apply where the fulfilment of TIRA's obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which TIRA is not responsible, in particular industrial action, official measures, energy shortages or significant operational disruptions. TIRA may refuse to accept the products if such circumstances hinder the sale of the products as a result of reduced demand. This also applies if such circumstances arise at a time when TIRA is in default of acceptance.
2. TIRA is entitled to withdraw from the contract if such an impediment lasts for more than four months and TIRA no longer has any interest in the performance of the contract as a result of the impediment. At the supplier's request, TIRA shall, upon expiry of the period, declare whether it will exercise its right of withdrawal or accept the products within a reasonable period.

11. TIRA's Liability

1. TIRA shall be liable without limitation for damages arising from a breach of warranty or from injury to life, limb or health. The same applies to wilful misconduct and gross negligence. TIRA shall only be liable for slight negligence insofar as essential obligations arising from the nature of the contract and which are of particular importance for achieving the purpose of the contract have been breached. In the event of a breach of such obligations, delay or impossibility of performance, TIRA's liability shall be limited to such damages as may typically be expected to arise within the scope of the contract. Any mandatory statutory liability for product defects remains unaffected.
2. Where TIRA's liability is excluded or limited, this shall also apply to the personal liability of TIRA's employees, staff, representatives and vicarious agents.

12. Confidentiality

1. The parties undertake to keep confidential all information to which they gain access in the course of the business relationship, which is designated as confidential or which is recognisably confidential in the circumstances, and not to use it for their own purposes. This obligation shall apply for the duration of the business relationship and for a period of five years following its termination. In the case of information to be regarded as a trade secret within the meaning of the Trade Secrets Act (GeschGehG), the duty of confidentiality shall continue to apply for as long as the legal requirements for a trade secret are met.
2. The parties shall ensure, through appropriate contractual agreements with their employees and agents, that the latter also comply with the above obligations of confidentiality.



13. Final Provision

1. The supplier shall only be entitled to transfer rights and obligations to third parties, or to have an order or substantial parts of an order carried out by third parties, with the prior written consent of TIRA.
2. Payments shall be made solely to the supplier. Any counter-claims by the supplier shall only entitle the supplier to set them off if they have been legally established or are undisputed. The supplier may only assert a right of retention if its counter-claim is based on the same contractual relationship.
3. The supplier's subcontractors shall be deemed to be vicarious agents. TIRA must be notified of them in writing without delay upon request.
4. The legal relationship between the supplier and TIRA shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. The exclusive place of jurisdiction for all disputes arising from the business relationship between TIRA and the supplier shall be TIRA's registered office. TIRA shall also be entitled to bring proceedings at the supplier's registered office and at any other permissible place of jurisdiction.
6. The place of performance for all services to be provided by the supplier and by TIRA is TIRA's registered office.
7. The language of the contract is **German/English**.
8. Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable, in whole or in part, or should there be any omission in these General Terms and Conditions of Purchase, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that most closely approximates the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of an omission, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Purchase shall be deemed to have been agreed, provided that the contracting parties had considered the matter from the outset.