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I. Scope

1. These General Terms and Conditions of Purchase apply to the purchase of goods or products by Scheugenpflug GmbH or other companies within the Scheugenpflug Group (the Buyer) from the Supplier. They shall also apply to any subsequent contracts, even if not expressly referenced. They shall correspondingly apply to the procurement of works and services.
2. The Supplier confirms that they have read, understood, and accepted these Terms and Conditions of Purchase as legally binding, without reservation.
3. These Terms and Conditions of Purchase apply exclusively. Any alternative, conflicting, supplementary, or differing terms and conditions will only apply if expressly agreed to in writing by the Buyer. These Terms and Conditions of Purchase remain in effect even if the Buyer accepts deliveries from the Supplier with knowledge of conflicting or differing terms, without reservation.
4. Any supplementary or differing agreements made between the Buyer and the Supplier with respect to the execution of a contract must be recorded in writing. This also applies to the waiver of the requirement for written form. In the event of any conflicting provisions, individually negotiated agreements with the Supplier shall take precedence over these Terms and Conditions of Purchase.
5. Insofar as these Terms and Conditions of Purchase do not contain any deviating provisions, the relevant statutory regulations applicable under the governing law shall apply.

II. Conclusion of Contract

1. The Supplier shall submit offers, cost estimates, designs, samples, and models to the Buyer free of charge, unless otherwise agreed in writing.
2. An order, as well as any amendments or supplements to it, and any other agreements made at the time of the contract, shall become binding only upon the Supplier's written acceptance or confirmation of the order. Any actions undertaken by the Supplier to fulfil an order also constitute acceptance. Deliveries made without a written order will not be recognised. Orders transmitted electronically, without a signature or named individual, shall be considered valid. Orders may also be placed via email or fax. If the Buyer does not respond to offers, requests, or other declarations from the Supplier, this shall not be considered as acceptance, unless this has been expressly agreed upon in writing in advance. If an order contains obvious errors, such as spelling or calculation mistakes, or is incomplete, including the associated order documents, the Supplier must inform the Buyer of the error or omission prior to acceptance. Failure to do so will render the order non-binding for the Buyer.
3. The Buyer expects the Supplier to confirm the order in writing without reservation, quoting the Buyer's order number, material number, and commission

number, within 5 days of receipt, unless the Buyer has expressly waived the requirement for confirmation or a longer period has been agreed in writing.

4. A modified or late acceptance of the order shall be treated as a new offer, requiring acceptance by the Buyer.

III. Contract Fulfilment

1. The Supplier is responsible for ensuring that they are aware, in a timely manner, of all relevant information, data, and circumstances necessary for the fulfilment of their contractual obligations, including the intended use of their delivery. The Supplier must promptly inform the Buyer in writing of any concerns, of any nature, and seek agreement with the Buyer on how to proceed with the work.
2. Unless otherwise agreed in writing in individual cases, deliveries shall be made "free to our premises", i.e. DDP (INCOTERMS 2010), to the location specified in the order.
3. Within reasonable limits, the Buyer may request changes from the Supplier to the goods, drawings, designs, specifications, quantities, or logistics processes. The parties must agree on the impact of such changes, particularly with regard to increased or decreased costs and delivery dates.
4. The delivery date specified in the order is binding, and the Supplier acknowledges that the agreed delivery dates and quantities are of critical importance to the fulfilment of the contract. The delivery period begins on the date of the order. The goods must arrive at the delivery address specified by us by the agreed delivery date. The Buyer is not obliged to accept goods delivered before or after the agreed delivery date.
5. The Supplier must promptly inform the Buyer in writing of any delays in meeting the agreed delivery date, providing the reasons for the delay and the expected duration of the delay. This does not affect the Supplier's obligation to meet the agreed delivery date.
6. If the Supplier is in default, the Buyer is entitled to claim damages for the delay and, after the unsuccessful expiry of a reasonable grace period, to withdraw from the contract and/or claim damages in lieu of performance.
7. Each delivery must be accompanied by a delivery note. The delivery note must include the Buyer's order, item, and supplier numbers. Any additional costs incurred due to non-compliance with shipping instructions or the need for expedited transport to meet the agreed delivery date shall be borne by the Supplier.
8. Acceptance of a delayed delivery does not constitute a waiver of claims for damages.
9. The Supplier must promptly inform the Buyer of any changes to the maximum delivery periods (re-procurement times) as soon as delays become apparent.
10. Partial deliveries, as well as over- or under-deliveries, are not permitted unless otherwise agreed.

The Buyer reserves the right to accept them in individual cases.

11. If the Supplier is in default due to failure to meet the delivery date, the Buyer is entitled, in addition to statutory claims, to demand a contractual penalty of 0.2% of the net order value per calendar day, up to a maximum of 5% of the net order value. Statutory claims beyond this remain unaffected.

IV. Information Obligations

1. The Supplier must inform the Buyer in advance and in writing of any changes to manufacturing processes, changes to materials or supplied parts for products, relocation of production sites, or changes to procedures or facilities for testing parts or other quality assurance measures.

2. The Buyer must be informed in advance of the Supplier's use of subcontractors, freelancers, or other third parties ("Agents"). These Agents are considered vicarious agents of the Supplier.

3. Should the Supplier intend to cease production or distribution of products or related spare parts, they must notify the Buyer's purchasing department in writing in a timely manner, but no less than 6 months before production or distribution ceases, to allow the Buyer to place follow-up orders.

V. Spare Parts Supply

The Supplier must ensure that they can continue to supply the Buyer with goods or parts thereof as spare parts on reasonable terms for an appropriate period following the end of the supply relationship.

VII. Prices / Payment Terms / Invoicing

1. The price quoted in the order is binding. Unless otherwise agreed in writing, the price includes costs for packaging, shipping materials, transport to the delivery address specified by us, as well as customs duties and other public charges. VAT is included in the price, unless the price is explicitly stated as a net price.

2. Invoices must be submitted separately for each purchase order after complete delivery, performance, and commissioning of services, or for performance-related services, following their acceptance. Each invoice must include the order number, order position, order date, account details, supplier number, part number, quantity, unit price, and delivery quantity. Invoices missing the order number, order date, or supplier number will be considered undelivered due to the inability to process them.

3. Payments will be made, unless otherwise individually agreed, within 14 days with a 3% discount, or within 60 days net, following the receipt of a duly issued invoice, but not before full and defect-free fulfilment of the contract. Payment is subject to invoice verification. In the case of defective performance, we are entitled to withhold payment until proper fulfilment without losing any discounts or similar price reductions. The payment period begins only on the agreed delivery date. If the Supplier is required to provide material tests, inspection reports, quality documentation, or other records, the acceptance of the products is conditional upon receipt of such documents.

4. Payments will only be made to the Supplier. Counterclaims by the Supplier entitle them to offset only if these have been legally established or are undisputed. The Supplier may only assert a right of retention if their counterclaim is based on the same contractual relationship.

5. The payment of an invoice by the Buyer without raising objections or the declaration of payment does not constitute an acknowledgement of the debt.

VII. Defects Claims and Warranty

1. Goods will only be inspected for visible defects or externally identifiable deviations in identity and quantity upon receipt. Such defects will be promptly reported by the Buyer. Other defects will be reported by the Buyer as soon as they can be detected during the normal course of business. In this respect, the Supplier waives the right to object to late notification of defects.

2. Acceptance, processing, payment, or reordering of goods not yet recognised as defective does not constitute approval of the delivery or a waiver of defect claims.

3. If the goods are defective, the Buyer's claims will be governed by statutory provisions. The Buyer has the right, at their discretion, to demand subsequent performance in the form of rectification, replacement delivery, or new production.

4. If the delivery concerns machines, devices, or systems, they must comply with the specific safety regulations for machines and systems in force at the time of performance and bear the CE marking.

5. The Buyer's approval of drawings, calculations, or other technical documents provided by the Supplier does not affect the Supplier's responsibility for defects or for any warranties they have assumed.

6. In cases of particular urgency, where operational safety is at risk, to prevent unusually high damage in relation to the warranty obligation, or to maintain the Buyer's ability to deliver to its customers, the Buyer may waive the requirement to notify the Supplier of the defect and impending damage or to set even a short deadline for remedy. In such cases, the Buyer is entitled to immediately undertake the necessary measures itself or appoint a third party to do so, without prior consultation. The resulting costs and risks are borne solely by the Supplier.

7. The limitation period for warranty claims is 24 months, unless a longer limitation period applies under §§ 438 (1) and (3) of the German Civil Code (BGB). It begins with the handover of the goods to the Buyer. If acceptance is legally or contractually required, the warranty period begins with the successful acceptance. If a defect arises within the first 6 months of the warranty period, it is presumed that the defect already existed at the time of the transfer of risk, unless this presumption is inconsistent with the nature of the goods or the defect.

8. If the Supplier fulfils its subsequent performance obligation by repair or replacement, the limitation period for warranty claims starts anew with the delivery or acceptance. However, in the case of repair, this only applies to the same defect or the consequences of a defective repair, and if the Supplier is not acting under a perceived duty to perform but purely out of goodwill or similar reasons.

VIII. Industrial Property Rights

1. The Supplier guarantees that all goods supplied are free from third-party intellectual property rights, and in particular, that the use of such goods does not infringe upon any patents, licences, or other intellectual property rights of third parties.
2. The Supplier shall indemnify the Buyer and its customers against any claims made by third parties arising from infringements of intellectual property rights, provided that the Buyer is held liable by a third party due to the Supplier's breach of such rights in connection with the delivery and contractual use of the products. The Supplier must reimburse all necessary expenses incurred by the Buyer as a result of such claims, and, at the Buyer's discretion, either acquire the necessary licences from the rights holder or take back the delivered products.

IX. Product Liability and Insurance Obligations

1. If the Buyer is held liable under domestic or foreign product liability regulations due to a defect in its product that can be traced back to a product supplied by the Supplier, the Buyer is entitled to claim compensation from the Supplier to the extent that the defect is attributable to the Supplier's goods.
2. The Supplier undertakes to indemnify the Buyer, upon first request, from any third-party compensation claims arising from the Supplier's product defects and to reimburse any expenses incurred by the Buyer in connection with any warnings, exchanges, or product recalls necessitated by the Supplier's defective goods. The Buyer will inform the Supplier of the content and scope of such measures where possible and reasonable, giving the Supplier the opportunity to comment. The Supplier is also responsible for covering the legal costs the Buyer incurs in this context.
3. Throughout the duration of the business relationship, the Supplier must maintain at its own expense adequate insurance coverage for all risks associated with operational and product liability, with a minimum coverage of EUR 5,000,000 per liability event. Upon request, the Supplier must provide written evidence of this insurance by submitting the relevant insurance confirmation.

X. Execution of Work on Our Premises

When performing work on the Buyer's premises, the rules outlined in the "Visitor Regulations" must be adhered to.

XI. Export Control and Customs

1. The Supplier is obligated to inform the Buyer in writing, as early as possible before the delivery date, of any authorisation requirements for their goods under applicable German, European, US export, customs, and foreign trade laws. The following information and data must be provided:
 - a) The export list number under the German Foreign Trade Regulation
 - b) The "Export Control Classification Number" (ECCN) if the goods are subject to EAR regulations
 - c) The statistical commodity code (HS/KN code)
 - d) The country of origin or origin marking
 - e) Upon request, a supplier's declaration regarding preferential origin

2. Should the Supplier fail to fulfil the obligations outlined in clause 1, they shall bear all costs incurred by the Buyer as a result.

XII. Compliance

1. The Supplier undertakes to adhere to recognised technical standards (such as DIN standards, VDE regulations, etc.), legal product safety regulations, internationally recognised minimum labour standards, particularly those concerning workers' rights, as well as all applicable legal and regulatory requirements.
2. The Supplier further commits not to engage, either actively or passively, directly or indirectly, in any form of bribery, corruption, human rights violations, discrimination, forced labour, or child labour (social responsibility).
3. The Supplier ensures that the products they supply comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).
4. Moreover, the Supplier undertakes to comply with the provisions of the "Dodd-Frank Act" regarding conflict minerals. If such substances are required for the production of the supplied products, their origin must be disclosed.

XIII. Data Protection

1. The Supplier is bound to maintain strict confidentiality for the duration of the business relationship and for 3 years thereafter, regarding all business and trade secrets, product know-how, and technical knowledge disclosed to them during the course of the business relationship (in any form). This obligation excludes information that is publicly available.
2. The Supplier must ensure, through appropriate contractual agreements with their employees and agents, that they too refrain indefinitely from using, disclosing, or improperly recording any such business or trade secrets.
3. The Buyer is entitled to electronically store and process any data concerning the Supplier that is relevant to the execution of the contract, in compliance with the Federal Data Protection Act.
4. The Supplier may object to the use of this data at any time via a simple written request.

XIV. Force Majeure

1. Should the Buyer be prevented from fulfilling their contractual obligations, particularly in accepting the goods, due to force majeure, they shall be released from their performance obligations for the duration of the impediment and any agreed recovery period, without being liable to the Supplier for damages. The same applies if the Buyer's fulfilment of their obligations is unreasonably complicated or temporarily rendered impossible due to unforeseen and uncontrollable circumstances, particularly industrial action, government measures, energy shortages, or significant operational disruptions.
2. The Buyer reserves the right to withdraw from the contract, in whole or in part, if such an impediment lasts for more than four months and they no longer have an

interest in fulfilling the contract due to the impediment. At the Supplier's request, the Buyer will declare after the expiry of this period whether they intend to exercise their right of withdrawal or accept the goods within a reasonable timeframe.

XV. Credit Checks

Our company regularly conducts credit checks when entering into contracts and in certain cases where there is a legitimate interest. For this purpose, we work with Creditreform Regensburg Aumüller KG, Villastraße 4, 93055 Regensburg, and Creditsafe Deutschland GmbH, Schreiberhauer Straße 30, 10317 Berlin, from whom we obtain the necessary data. To facilitate this, we transmit your name and contact details to Creditreform and/or Creditsafe.

Further information about data processing by Creditreform can be found in the detailed information sheet "Creditreform Information in accordance with Art. 14 of the EU General Data Protection Regulation (GDPR)" or at www.creditreform-LOCATION.de/EU-DSGVO.

Further information about data processing by Creditsafe can be found in the detailed information sheet Data Protection Information for Enquiry Data in accordance with Articles 13, 14, and 21 of the GDPR by Creditsafe Deutschland GmbH or at Data Protection Information for Enquiry Data.

Additionally, the Data Protection Information for Customers and Suppliers and their Contacts in accordance with Articles 13/14 and 21 of the GDPR by Creditsafe Deutschland GmbH can be found in the respective information sheet or under Data Protection Information for Customers and Suppliers and their Contacts.

XVI. Governing Law and Jurisdiction

1. The legal relationship between the Buyer and the Supplier is exclusively governed by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Should any provision or part of a provision of these purchasing conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. Where necessary, the Buyer and Supplier are obligated to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the intended economic outcome, provided that no significant change to the content of these purchasing conditions is made.

3. If the business partner is a fully qualified merchant as defined by the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive jurisdiction for all direct and indirect disputes arising from the underlying contractual relationship shall be at the Buyer's place of business. However, the Buyer is also entitled to bring action against the Supplier at the Supplier's registered office or any other competent jurisdiction.

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Definitions

Supplier

Refers to the contracting party to whom the order is addressed, or the Supplier who signs the supply agreement.

Buyer

Refers to any company within Scheugenpflug GmbH that places an order or on whose behalf an order is placed, or who signs the supply agreement as the Buyer.

Goods

Refers to all products, parts, components, systems, and software listed in the order for use in the Buyer's production, as well as related services and any additional services provided by the Supplier to the Buyer.

Delivery Date

Refers to the date for the delivery of the ordered goods as specified in the order or delivery call-off, or otherwise agreed upon between the contracting parties.

Production Equipment

Refers to operating equipment, materials provided, testing and measuring instruments (e.g., gauges), dies, models, samples, tools, fixtures, drawings, and similar items required for the manufacturing and testing of the goods.

Supply Agreement

Refers to any agreement that comes into effect through the acceptance of the order (implicit, if applicable) by the Seller, or any contract signed by the Seller and the Buyer regarding the purchase of goods.

Incoterms

Refers to the commercial terms published by the International Chamber of Commerce and referred to as "Incoterms 2010".

Intellectual Property Rights

Refers to all patents, utility models, design rights, copyrights, trademarks, product designations, intellectual property rights, know-how, and similar rights that exist worldwide.

Order

Refers to any order for the purchase of goods issued by the Buyer to the Seller.