

General Conditions of Purchase (GCP)

1. General provisions

Our General Conditions of Purchase apply for all orders of goods and services from kumkeo GmbH (hereinafter 'customer'). Our General Conditions of Purchase exclusively apply. Conflicting or deviating conditions of the seller (hereinafter 'supplier') are not accepted by us, save for where expressly agreed in writing. Silence or acceptance of a shipment shall not amount to agreement.

2. Offers

Offers and cost estimates from potential suppliers are free-of-charge and non-binding.

3. Orders

Only orders issued in writing are valid. Verbal agreements and statements will be binding solely where commensurately confirmed by us in writing. Should the supplier fail to accept the order within a period of 5 working days of respective receipt, the customer will be entitled to cancel the order. Variations to our instructions and orders are solely permissible following our prior written approval.

4. Subcontractors

Orders may be subcontracted to a third-party solely with our prior written agreement. Insofar as subcontracting to a third-party subcontractor has been approved, the provisions of these GCP and commensurately applicable requirements are to be passed on to the subcontractor as a necessary condition.

5. Retention of title

All information identified by the customer as being subject to proprietary protection that is provided to the supplier by the customer pursuant to an order is to be treated in confidence and remains the property of the customer. Such information may be used and disclosed by the supplier solely to the extent necessary for fulfilment of the commensurate order.

6. Price

Prices stated in the order are binding. Any modification of the price is subject to written agreement.

7. Delivery dates

The agreed delivery dates are binding. The supplier is to promptly notify the customer wheresoever and as soon as it becomes apparent that the supplier will not be able to meet a delivery date. In the event of default in delivery, the pertinent statutory provisions apply.

8. Quality management

The supplier should be able to furnish evidence of certification in accordance with ISO 9001 as a minimum, or preferably DIN EN 9100. In the absence of certification, the supplier agrees to reliably and fully comply with all measures, processes and regulations defined by the customer in relation to the processing of its orders. Upon acceptance of the order, the supplier grants the customer, its clients and the regulatory authorities the right to access the supplier's business during normal business hours.

9. Scope of delivery and performance

All specifications stated by the customer in the order or otherwise required are to be guaranteed by the supplier, with compliance to be substantiated by commensurate certification and documentation. The supplier agrees to apply appropriate measures to prevent the use of counterfeit parts and will report any non-compliant products to the customer. The material planning allocation of non-compliant parts shall occur solely with the written authorisation (special approval) of the customer, whereby this obligation will also apply in the event of ascertainment of an error following delivery. Authorisation from the customer is to be obtained in

respect of any changes to services, products or processes, including changes to production sites.

10. Packaging

The supplier is to ensure the appropriate packaging, shipment and insurance of its deliveries and comply with all applicable packaging and shipment regulations. The supplier is responsible for any and all damage suffered by the customer as a result of inappropriate or inadequate packaging or shipment.

11. Defects

The supplier is to deliver the goods free of material defects and deficiencies in title.

12. Transfer of risk

The supplier bears the risk of loss or damage to goods encompassed by this order until respective acceptance by the customer.

13. Product liability

The supplier agrees to painstakingly inspect its deliveries for defects and take all possible action to avoid any instance of product liability. The supplier is required to preserve quality-relevant documents and drawings until the expiry of claims pursuant to the German Product Liability Act (Produkthaftungsgesetz) – ProdHaftG Section 13. Should the customer be subject to a third-party claim due to the defectiveness of a product resulting wholly or partially from a defect in the supplier's delivery, in place of compensation for any and all damage the customer may alternatively require indemnification vis-à-vis the third party in question.

14. Compliance

The supplier guarantees compliance with all laws and regulations of the Federal Republic of Germany and the European Union pertaining to the procurement, manufacture and supply of the ordered products. In so doing, the supplier is to ensure that all persons involved with such are consciously aware of their contribution to product and service compliance, product safety and ethical conduct.

15. Validity

Regardless of reason, should any individual provisions of these GCP be without application, or be or become wholly or partially inoperative, the validity of all other provisions shall remain without prejudice therefrom. Any inoperative provision is to be replaced by a legally permissible alternative that most closely meets the inoperative provision in question and most closely reflects the economic interests of the parties originally intended under the inoperative provision; the same shall apply in respect of any gaps in the provisions.

16. Place of performance, legal venue

In the absence of alternative provision contained within the order, place of performance is the corporate domicile of the customer.

Irrespective of place of performance, this order and any resulting or associated disputes are exclusively subject to 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).

Date: 30 June 2020