General Terms and Conditions of Purchase (“GTCP”) of Inheco GmbH

1 Scope; Rejection Clause

1.1
These General Terms and Conditions of Purchase (GTCP) apply to all our business relationships with our suppliers, subcontractors, service providers, and contractors ("Suppliers") in connection with the procurement of products ("Contract Products") and/or services, particularly work or services ("Services").

1.2
Our GTCP apply exclusively. Conflicting, deviating, or supplementary terms and conditions of the Supplier are hereby rejected and shall not become part of the contract unless we expressly and in writing agree to their validity. For example, our placing of orders, acceptance of Contract Products or Services, or reference—direct or indirect—to documents containing the Supplier's or third-party terms shall not constitute consent.

1.3
Our GTCP in the version valid at the time of our order shall also apply as a framework agreement for future contracts as defined in section 1.1 with the same Supplier, without the need for us to refer to them again.

2 Conclusion and Content of Contract

2.1
Only orders issued in writing or confirmed by us in writing are binding for us. The Supplier shall independently review our orders and any associated documents, requirements, specifications, and instructions and shall immediately inform us of any inaccuracies, ambiguities, incompleteness, contradictions, or deviations from the current state of the art, as well as any other concerns.

2.2
We are not bound by the order until it has been accepted by the Supplier and may revoke or amend the order at any time before acceptance.

2.3
Where the term "in writing" or a similar form requirement is used in these GTCP, it also includes communication via email or other electronic forms.

2.4
We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notice with at least 14 calendar days’ notice before the agreed delivery date. The same applies to changes in product specifications, provided these can be implemented within the Supplier’s normal production process without significant additional effort. In these cases, the notice period shall also be at least 14 calendar days. We will reimburse the Supplier for proven and reasonable additional costs resulting from such changes. If such changes result in delivery delays that cannot be avoided within the Supplier’s normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The Supplier shall inform us in writing of the expected additional costs or delivery delays, based on a careful assessment, at least 3 working days after receipt of our notice pursuant to sentence 1.

2.5
We are entitled to withdraw from the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances that have occurred after the conclusion of the contract and that are attributable to the Supplier — such as failure to meet legal requirements — or only with considerable effort. The same applies if a significant deterioration in the financial situation of the Supplier occurs after the conclusion of the contract, jeopardizing proper contract performance. Such deterioration is deemed to exist in particular if insolvency proceedings are applied for against the Supplier's assets, enforcement measures are

initiated against them, or other concrete indications exist that the Supplier can no longer fulfill their contractual obligations.

3 Delivery Terms; Contractual Penalty; Transfer of Risk; Changes

3.1
Unless otherwise agreed, all deliveries by the Supplier shall be made DDP (Incoterms 2020) to the delivery address specified in our order or, if not specified, to our ordering location. The place of performance for the delivery of Contract Products or provision of Services is our registered office, unless otherwise stated in the order. Unless otherwise agreed, delivery or provision of Services may only take place during business hours at the respective place of performance.

3.2
Any delivery or service dates specified in the order are binding for the Supplier. If no dates are specified, the delivery of Contract Products or provision of Services shall be made without delay. The Supplier shall inform us immediately in writing if delivery or service dates cannot be met and shall state the reason and expected duration of the delay. Acceptance of a late delivery or service shall not constitute a waiver of any claims for damages.

3.3
For each day of culpable delay in delivery or performance, the Supplier shall owe a contractual penalty, the amount of which shall be determined at our reasonable discretion based on the circumstances of the individual case. The penalty will be offset against any claims for damages.

3.4
The Supplier shall:

a) upon request, provide us with certificates of origin, declarations, documents, and data relating to trade requirements and inform us in detail and in writing upon request of any export restrictions or licensing requirements in the country of origin or destination of the Contract Products and Services,
b) provide complete information on all actual and potential risks or hazards associated with the Contract Products, especially toxicity, flammability, harmful effects upon inhalation or contact, and whether the hazards arise from direct or indirect use,
c) provide complete information on the appropriate safety precautions that must be taken in connection with the use and handling of the Contract Products, and
d) label all packaging and containers of hazardous, toxic, or otherwise harmful Contract Products in accordance with regulations and clearly visible to protect individuals handling or coming into contact with them.

3.5
Early delivery and/or partial delivery of Contract Products and/or provision of Services is only permitted with our prior written consent. Otherwise, we may reject them. Return shipment shall be at the Supplier's risk and expense.

3.6
The risk of accidental loss and accidental deterioration passes to us only upon handover at the place of performance. Where the Service constitutes work performance or acceptance is agreed, the risk passes only upon successful acceptance.

3.7
Any changes to the Contract Products/Services, particularly changes to specifications or to their manufacturing process, including changes to production materials, testing equipment and procedures, production facilities or environment, relocation of the production process to another site (even within the same property), or changes in upstream suppliers or subcontractors, require our prior written approval and must be notified by the Supplier without delay.

4 Prices, Payment Terms, Invoice Details

4.1
The price stated in the order is binding.

4.2
The agreed prices are fixed prices plus statutory VAT, where applicable. Unless explicitly agreed otherwise, the price includes all costs for packaging, packing, shipping, freight, insurance, and delivery of the goods, all travel, accommodation, and subsistence costs and other expenses related to the Services, as well as all duties, charges, licenses, permits, and taxes (other than VAT) that may apply to the Contract Products and/or Services from time to time.

4.3
The Contract Products must be packaged in a commercially appropriate manner and sufficiently protected against transport damage.

4.4
If, under the agreed terms, the price does not include packaging and no specific remuneration for the (non-loaned) packaging is stipulated, it shall be charged at proven cost price. Upon our request, the Supplier shall take back the packaging at their own expense.

4.5
Payment terms are 14 days with a 3% discount or 60 days net. The payment period begins upon receipt of a proper invoice, but not before complete delivery of the invoiced Contract Products or performance of the invoiced Services, including all documentation and acceptance (if applicable). Timely payment is deemed fulfilled when our payment instruction has been received by our bank.

4.6
Payment of an invoice by us does not constitute recognition of the Contract Products and/or Services covered by the invoice and is made without prejudice to any claims we may have against the Supplier.

4.7
The preparation of drafts and cost estimates as well as similar preparatory actions by the Supplier shall be free of charge unless otherwise agreed.

4.8
All order confirmations, delivery documents, and invoices must state our order number, order date, article number, unit and total prices, product description, delivery quantity and delivery address, as well as the name and address of the Supplier. If one or more of these details is missing and this results in delays in processing the order in the course of normal business operations, the payment periods specified in paragraph 5 shall be extended by the duration of the delay.

5 Delivery Time and Delivery

5.1
The delivery time (delivery date or period) specified in our order or otherwise determined under these General Terms and Conditions of Purchase is binding. Early deliveries are not permitted.

5.2
The Supplier is obliged to inform us immediately in writing if circumstances arise or become apparent which indicate that the delivery time cannot be met.

5.3
If the specific day by which delivery must be made can be determined based on the contract, the Supplier shall be in default upon expiry of that day without the need for a reminder from us.

5.4
In the event of a delivery delay, we shall be entitled to all statutory claims without restriction, whereby we may only exercise the right to withdraw from the contract or claim damages instead of performance after an appropriate grace period has passed without result.

5.5
The Supplier is not entitled to make partial deliveries without our prior written consent.

6 Retention of Title

6.1
We retain all ownership, copyright, and proprietary rights to all documents, materials, and other items (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models, and other physical and/or electronic documents, information, and items) provided to the Supplier. The Supplier may not make them accessible to third parties or use or reproduce them itself or through third parties without our express consent. Upon our request, the Supplier must return these documents in full if they are no longer needed in the ordinary course of business or if negotiations do not lead to a contract. Any copies made by the Supplier must be destroyed in this case, except for those retained to comply with legal retention obligations or for data backup purposes as part of standard data protection.

6.2
The Supplier shall treat all information and documents we provide—or which it otherwise obtains regarding our company, or which are created in connection with contract performance—as confidential. This obligation remains in force regardless of any termination of the contract for any reason. However, it does not apply to information that is publicly available, becomes publicly available without breach of duty by the Supplier, or must be disclosed to the Supplier's subcontractors to the extent necessary for contract fulfillment.

6.3
Tools and models that we provide to the Supplier or that are produced for contractual purposes and invoiced separately to us by the Supplier shall remain our property or shall become our property. The Supplier shall mark them as our property, store them carefully, adequately insure them against all kinds of damage, and use them solely for the purposes of the contract. The Supplier shall insure tools owned by us at its own cost under appropriate conditions at least equivalent to the replacement value. The Supplier shall carry out, at its own expense and in a timely manner, all required inspections, maintenance, and repairs. The Supplier shall be liable regardless of fault for the complete and undamaged return of all tools owned by us. The Supplier must inform us immediately of any more than insignificant damage. Upon request, the Supplier must return them to us in proper condition if they are no longer needed for fulfilling our contracts.

6.4
Retention of title by the Supplier shall only apply to the extent that it relates to our obligation to pay for the respective products to which the Supplier retains title. Extended or prolonged retention of title clauses are not permitted.

7 Warranty Claims

7.1
In the event of defects, we shall be entitled to the full statutory claims.

7.2
Without prejudice to other warranties arising from agreements between the parties or other legal grounds, the Supplier warrants that the Contract Products and all parts or materials used in the manufacture of the Contract Products:

a) are suitable for their intended purpose;
b) fully comply with the specifications and, where applicable, with samples, specifications, or drawings; in particular, any weights, dimensions, symbols, legends, words, markings, or descriptions on the Contract Products or containers (including any required country of origin markings) must be correct and comply with all applicable laws and regulations;
c) are new and unused, made from solid materials, are of sound workmanship, and are free from defects (whether visible or hidden);
d) comply with all applicable international and national laws and regulations regarding the design, manufacture, sale, packaging, labeling, safety standards, and use of the Contract Products at the time of delivery;
e) are free from third-party rights;
f) include all information, warnings, instructions, and documents relevant to the use, storage, operation, consumption, transport, and disposal of the Contract Products; and
g) conform to the representations and warranties contained in the Supplier's brochures, documents, and promotional materials, unless otherwise agreed.

7.3
In addition to the warranties arising from the contractual relationship with the Supplier or from other legal grounds, the Supplier warrants that all Services will be:
(i) performed with a high level of professional skill, appropriate methods, and sound judgment, as used by recognized providers of similar services;
(ii) performed in full compliance with all applicable laws; and
(iii) performed such that they are free from material and workmanship defects and are suitable for their intended purpose.

7.4
The Supplier's warranties shall apply from the handover of the Contract Products at the place of performance, from acceptance by us according to section 9(2), or from completion of Services (whichever is later), or for any longer period provided by German law or agreed by the parties. If the delivered Contract Products do not comply with the Supplier's warranties, we shall be entitled to all statutory warranty rights unless otherwise provided in these GTCP.

7.5
In the event of defects in Contract Products, we may, at our discretion, demand rectification or replacement delivery. If the Supplier delays rectification or if there is a risk of harm so that the Supplier can no longer be asked to rectify in time, we may carry out the rectification ourselves at the Supplier's expense. We shall inform the Supplier without delay, if possible before performing such work.

7.6
If defects occur in a delivery of Contract Products which suggest that further deliveries may also be defective, we may refuse acceptance of all already ordered future deliveries until the Supplier proves that they are defect-free. Such assumption is justified if 3% of the delivered items show the same defect. In this case, we may also declare the entire already delivered batch as defective, even if the defect only becomes apparent during processing or use.

7.7
Acceptance or approval of submitted samples or specimens does not constitute a waiver of warranty claims.

7.8
The limitation period for warranty claims is suspended upon our written notice of defect to the Supplier until the Supplier rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations. In the event of replacement delivery or rectification, the limitation period for the replaced or rectified parts starts anew, unless we had to assume from the Supplier's conduct that the measure was carried out as a gesture of goodwill or similar reasons.

8 Inspection and Notification of Defects

8.1
The Supplier shall provide all Contract Products and Services in accordance with the contractual agreement and specifications.
We may inspect the Contract Products at or after acceptance. However, we are only obliged to inspect the Contract Products for deviations in type and quantity and for obvious damage (including transport damage). We will notify the Supplier of such deviations or damage within eight (8) days after receipt of delivery at the receiving location. Hidden defects will be reported within five (5) days after their discovery. A short description of the deviation, damage, or defect is sufficient to fulfill the notification requirement. The statutory inspection and notification obligations under §377 of the German Commercial Code (HGB) and Articles 38, 39 CISG are hereby waived to this extent.

8.2
We may refuse acceptance of Contract Products or Services in whole or in part if the Supplier does not prove that they comply with the contract requirements and/or agreed acceptance criteria. If we refuse acceptance in whole or in part, the Supplier shall immediately investigate the nonconformity, remedy it, and repeat the acceptance process. If the second acceptance process fails, we may at our discretion either repeat the acceptance process or assert the claims set out in section 11. If we use the Contract Products or Services in whole or in part due to operational necessity, this shall not be deemed acceptance of the Contract Products or Services.

9 Product Liability

9.1
If the Supplier's Contract Products or Services may result in harm to life or limb or other damage, including property damage to third parties, we shall be entitled to take any measures, such as public warnings and product recalls, that are required by law or otherwise reasonable to protect third parties from damage. The Supplier shall cooperate with us in good faith to eliminate any hazards arising from the Contract Products or Services as quickly and effectively as possible. In particular, upon request, the Supplier shall promptly provide us with documentation demonstrating compliance of the Contract Products and Services with all applicable guidelines and standards. The Supplier shall bear the costs of such measures if the necessity of these measures is attributable to the Supplier.

9.2
If the Supplier becomes aware that its Contract Products or Services may pose risks to life or limb or other damage, including property damage to third parties, it must immediately inform us.

9.3
If we are held liable by a third party under product and/or producer liability, and such liability is based on the delivery of Contract Products or Services by the Supplier, the Supplier shall indemnify us and hold us harmless against all expenses, costs, and damages (including reasonable legal costs for pursuing or defending claims) arising from such claims, to the extent the Supplier is responsible. Further claims remain unaffected.

9.4
The Supplier shall, at its own expense, maintain standard industry insurance policies under commercially acceptable conditions satisfactory to us. The Supplier shall provide us with proof of insurance upon request. For clarity, this insurance coverage does not limit the Supplier's responsibility or liability for the Contract Products and Services.

10 Intellectual Property Rights

10.1
The Supplier warrants, in accordance with paragraph 2 below, that the products it supplies do not infringe any intellectual property rights of third parties in countries of the European Union or other countries where it manufactures or has the products manufactured.

10.2
The Supplier shall indemnify us against all claims brought by third parties against us for infringement of intellectual property rights as described in paragraph 1 and shall reimburse us for all necessary expenses incurred in connection

with such claims. This does not apply if the Supplier proves that it is not responsible for the infringement and could not have known about it with due commercial care at the time of delivery.

10.3
For each culpable violation of the obligation under paragraph 1, the Supplier shall owe a contractual penalty, the amount of which will be determined at our reasonable discretion based on the circumstances of the individual case. The penalty will be offset against any potential claim for damages.

10.4
Our statutory claims for defects of title in the products delivered to us remain unaffected.

10.5
Know-how, confidential information, intellectual property rights — including patents, trademarks, service marks, design rights (registered or unregistered), copyrights (including future copyrights), and related applications — that are developed by the Supplier or its agents in connection with (i) a development commissioned by us, (ii) a product modification specifically performed for us, or (iii) the manufacture of a tool to be used by us ("New IP Rights"), shall belong to us and are covered by payment of the price for the deliveries and/or services. The New IP Rights are hereby — to the extent legally permissible — assigned to us in advance upon creation; we hereby accept this assignment. We shall have the exclusive and unrestricted right to use and exploit the New IP Rights at our discretion. The Supplier may only use the New IP Rights for the purposes of the contract.

10.6
If an assignment according to section 10.1 is not legally possible, the Supplier hereby grants us an unrestricted, irrevocable, exclusive, worldwide, royalty-free, perpetual, sublicensable, and transferable right to use the Contract Products and/or Services in original or modified form and in all known and unknown forms of use.

10.7
The Supplier shall ensure, through appropriate contractual agreements with its employees, subcontractors, and other agents involved in fulfilling the business relationship with us, that the rights described in this section 10 can be granted to us without time limitation, without additional compensation (including any inventor's remuneration), and without other restrictions.

10.8
If the intended use of the Contract Products or Services requires usage rights to intellectual property rights of the Supplier that are not transferred or licensed to us under the preceding provisions, the Supplier hereby grants us a non-exclusive, unrestricted, worldwide, perpetual, and royalty-free right to use such rights to the extent necessary for the intended use.

11 Spare Parts

11.1
Where applicable to the Contract Products, the Supplier shall maintain the availability of compatible spare parts for a period of ten (10) years after the last delivery of the Contract Products. These spare parts must be essentially equivalent in function and quality to the parts contained in the Contract Products, or the Supplier shall provide equivalent solutions on commercially reasonable terms.

11.2
If the Supplier intends to discontinue the production of spare parts for the products delivered to us, it shall notify us of this decision without undue delay after making the decision to discontinue. Subject to paragraph 1, such notification must be given at least 12 months before production is discontinued.

12 Confidentiality

12.1
The Supplier is obliged to keep the terms of the order as well as all information and documents provided for this purpose (except for information that is publicly available) confidential for a period of 5 years after the conclusion of the contract and to use them only for the purpose of executing the order. Upon request, the Supplier shall immediately return them to us after fulfilling inquiries or completing orders.

12.2
Without our prior written consent, the Supplier may not refer to the business relationship in advertising materials, brochures, or similar, nor display items produced for us.

12.3
The Supplier shall impose these confidentiality obligations on its subcontractors in accordance with this section 12.

12.4
For each culpable breach of the obligations under paragraphs 1 to 3, the Supplier shall owe a contractual penalty, the amount of which will be determined at our reasonable discretion based on the circumstances of the individual case. The penalty will be offset against any potential claim for damages.

13 Assignment

The Supplier is not entitled to assign its claims arising from the contractual relationship to third parties.

14 Unterauftragnehmer, Vorlieferanten

14.1
The Supplier is not entitled to have the Contract Products or Services provided in whole or in part by third parties (e.g., subcontractors) without our prior written consent. The involvement of third parties does not release the Supplier from its responsibilities. The Supplier shall be fully liable for the conduct of any third parties engaged to perform contractual obligations on its behalf.

14.2
The Supplier is liable for the fault of its upstream suppliers in the supply chain as if it were its own fault.

15 Compliance

15.1
The Supplier, its management, and its employees shall not offer, promise, or grant any unlawful benefits to public officials, potential customers or their employees, or third parties, nor shall they accept such unlawful benefits from potential customers, their employees, or third parties.

15.2
The Supplier shall always ensure a safe working environment, comply with all applicable regulations regarding quality, health protection, and safety, and appropriately consider environmental protection concerns. The Supplier shall not use prohibited or unsafe materials or components and shall always ensure environmentally sound and safe disposal of waste.

15.3
The Supplier shall inform us immediately in writing of any breaches of the above obligations and explain how the breach has been remedied and what measures have been taken to prevent a recurrence.

16 Compliance with Laws

16.1
The Supplier is obligated to comply with all applicable legal provisions in connection with the contractual relationship. This particularly applies to anti-corruption, competition, and anti-money laundering laws, as well as antitrust, labor, data protection, and environmental protection regulations.

16.2
The Supplier shall ensure that the products it supplies comply with all applicable requirements for placing products on the market in the European Union and the European Economic Area. Upon request, the Supplier shall provide us with suitable documentation to demonstrate compliance.

16.3
The Supplier shall make reasonable efforts to ensure that its subcontractors also comply with the obligations imposed on the Supplier under this section 16.

17 Place of Performance, Jurisdiction, Applicable Law

17.1
For contractual relationships concluded by Inheco GmbH in Germany, the place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Munich, Germany, unless mandatory international jurisdiction rules, particularly those under the Convention on the Contract for the International Carriage of Goods by Road (CMR), provide otherwise. The law of the Federal Republic of Germany applies.

17.2
For contractual relationships concluded by the branch Inheco Taiwan Co., Ltd. in Taiwan, the place of performance is Taipei, Taiwan. All disputes arising from or in connection with such contractual relationships shall be finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration e.V. (DIS), excluding the ordinary legal process. The place of arbitration is Singapore. The language of the proceedings is English. The substantive law of the Federal Republic of Germany applies.

18 Final provisions

18.1
Amendments or additions to these General Terms and Conditions (GTC) must be in writing to be effective. This also applies to the amendment of the written form clause.

18.2
The invalidity or unenforceability of one or more provisions of these GTC shall not affect the validity of the remaining provisions of these GTC. The same applies if these GTC do not contain a necessary provision. The contracting parties shall replace the invalid or unenforceable provision with the legally permissible and enforceable provision that comes closest to the economic purpose of the invalid or unenforceable provision. If these GTC are incomplete, the contracting parties shall agree on a provision that they would have agreed upon in the sense of these GTC if the gap had been known at the time of the conclusion of the contract.