Conditions of Purchase

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A. Basics

Section 1 Scope of application

(1) These terms and conditions apply to the contractual relationships regarding the purchase of goods and services and comparable procurement contracts between the service provider ('Supplier') and the

1. Bender Industries GmbH & Co. KG, Grünberg,
2. Bender Immobilien und Service GmbH & Co. KG, Grünberg,
3. Bender GmbH & Co. KG, Grünberg,
4. Bender Engineering GmbH, Dresden,
5. Bender Smart Charging GmbH, Berlin,

if the supplier is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB. The contractual partner of the supplier and 'Bender' ('we') within the meaning of these Conditions of Purchase is the company of the Bender group of companies named in the respective order.

(2) Unless otherwise agreed, these Conditions of Purchase in the version current at the time of the order shall also apply as a framework agreement (Section 305 (3) BGB) for subsequent procurement contracts of Bender with the same supplier, without us having to refer to these Conditions of Purchase again.

Section 2 Exclusion of conflicting terms and conditions

(1) Procurement contracts with Bender shall be based exclusively on these Terms and Conditions of Purchase. The fulfilment of the order by the supplier shall be deemed to constitute acceptance, even if the supplier states that it only wishes to deliver on its own terms.

(2) Supplementary terms and conditions or terms and conditions of the supplier that deviate from these Terms and Conditions of Purchase shall only become effective if we expressly agree to them in writing, otherwise they shall remain non-binding for us. Our silence or acceptance of the supplier's services does not imply acceptance of further conditions.

Section 3 Written form

Procurement contracts, contract amendments, ancillary agreements and all legally relevant declarations in connection with the contract must be made in writing or confirmed in writing. Communication by e-mail or signature by means of a simple electronic signature shall suffice to fulfil the written form requirement within the meaning of these Terms and Conditions of Purchase, unless the parties have expressly agreed otherwise and there are no mandatory statutory formal requirements to the contrary.

Section 4 Purchase order number

Bender's unique reference number (usually the order number or purchase order number) must be stated in all correspondence, including invoices.

Section 5 Binding period

Orders must be confirmed by the supplier within ten working days at the latest. Declarations of acceptance received at a later date shall only be binding if they have been counter-confirmed by us; otherwise the order shall be deemed to have lapsed.

B. Prices and terms of payment

Section 6 Remuneration

The agreed remuneration shall cover all expenses and compensation necessary for fulfilment in accordance with the contract. This includes in particular any costs for insurance, packaging and transport, any fees, taxes, duties and customs duties incurred, as well as travel and catering costs. Subsequent claims or subsequent increases, for whatever reason, are excluded.

Section 7 Invoicing

Invoices are to be sent electronically to the Bender e-mail address stated in the order.

Section 8 Payment

(1) We shall pay invoices without deduction within 45 days after complete delivery, performance and - if agreed - acceptance as well as receipt of the proper invoice including all necessary delivery documents. If we pay within 30 days, we are entitled to a discount of three per cent on the net invoice amount.

(2) Advance payments or interim payments do not constitute recognition of the contractual conformity of the service.

Section 9 Offsetting

The supplier may only set off undisputed or legally established claims against our claims.

Section 10 Assignment, pledge

Claims arising from the procurement contract may only be assigned or pledged to third parties with mutual consent. Our consent to an assignment of claims shall be deemed to have been given if the supplier has granted its supplier an extended reservation of title in the ordinary course of business.

C. Delivery

Section 11 Terms of delivery
For all deliveries, the 'DDP Incoterms (2020)' apply to the delivery address specified in the order or, if no such address is specified, to our respective ordering business location.

Section 12 Timeliness of delivery
(1) Agreed delivery and performance deadlines must be adhered to. The delivery date refers to the arrival of the goods at the place of fulfilment, the performance date refers to the completion of the service at the place of performance (place of performance). If it becomes apparent that delivery or service deadlines are jeopardised, the supplier must inform us immediately.

(2) In the event of a delay in delivery or performance, the supplier shall owe a contractual penalty of one per cent for each completed week of delay, up to a maximum of five per cent, in each case in relation to the price of the delayed delivery or performance. We reserve the right to assert the forfeited contractual penalty until the last payment is made, as well as the right to provide evidence of higher damages. The supplier reserves the right to prove that we have suffered no loss at all or only a significantly lower loss.

Section 13 Shipping and packaging
(1) All goods must be properly packed and dispatched. In addition to our business reference, (§ 4) the shipping documents must contain at least details of the type of goods, quantity and weight (gross and net). If the shipping documents for a delivery are not delivered on time or in full, the goods shall be stored at the supplier's expense and risk until the proper shipping documents are received.

(2) In the event of justified invoicing of packaging costs, the invoiced amount shall be credited to us upon return of the packaging material.

Section 14 Transfer of risk
The supplier shall bear the risk of accidental loss or accidental deterioration of the goods until delivery or - in the case of services requiring acceptance - until acceptance by us. An early transfer of risk shall not take place even if we assist in the fulfilment of actions incumbent on the supplier (e.g. unloading); we shall only be responsible for gross negligence and intent.

Section 15 Software
Unless otherwise agreed, upon delivery we shall receive a non-exclusive, worldwide, unlimited and irrevocable right to use the software, including the right to sub-licence and pass it on to our affiliated companies and subcontractors, who must be able to use the software to provide their services. Authorised use also includes the transfer of the software to our customers as part of a hardware product and the granting of rights of use thereto, insofar as this is necessary for the use of the hardware.

Section 16 Force majeure
Force majeure releases us from the obligation to accept ordered services for the duration of the event. Force majeure means an event beyond our control and unforeseeable for us at the time of conclusion of the contract, the effects of which we could not reasonably have averted or avoided. Until proven otherwise, this is assumed to be the case in particular for natural disasters, fire, prolonged failure of means of transport, energy or information systems, labour disputes, war, acts of terrorism and sabotage, currency and trade restrictions, embargoes, sanctions and epidemics.

D. Defects

Section 17 Examination of goods
(1) Any inspection obligations on our part shall be limited to the immediate inspection of the goods for obvious defects, in particular transport damage, deviations in identity and quantity, and otherwise to what is necessary taking into account the circumstances of the individual case and in the ordinary course of business (such as quality inspection on the basis of reasonable random samples). Insofar as we are obliged to give notice of defects without delay, a notice of hidden defects within eight working days and of other defects within four working days of discovery shall be deemed to have been given in good time.

(2) In the event of excess deliveries that exceed the customary amount, we reserve the right to return the excess delivery at the supplier's expense.

Section 18 Warranty
(1) In the event of material defects and defects of title, we shall be entitled to choose between remedying the defect and making a new delivery.

(2) If the supplier defaults on subsequent fulfilment, we shall be entitled to remedy the defect ourselves or have it remedied and to demand compensation from the supplier for the necessary expenses, including a corresponding advance payment.

(3) If subsequent fulfilment by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damages), no request for subsequent fulfilment is required - if necessary, a new request. Subsequent fulfilment shall be deemed to have failed if the first attempt at rectification was unsuccessful.

Section 19 Liability for defects and statute of limitations
(1) The supplier shall indemnify us against claims for damages asserted against us by third parties due to defective performance by the supplier. This indemnification obligation shall not apply if the supplier is not responsible for the breach of duty leading to the indemnification. The obligation to indemnify shall apply to him at our first request. The supplier shall otherwise be liable in accordance with the statutory provisions.

(2) The limitation period for our claims and those of the supplier shall be governed by the statutory provisions, subject to the following provisions:

1. Notwithstanding Section 438 Para. 1 No. 3 BGB (German Civil Code), the general limitation period for contractual claims due to material defects and defects of title is three years from delivery within the meaning of Section 438 Para. 2 BGB and Section 377 Para. 1 HGB (German Commercial Code).
2. If the supplier provides partial services, delivery shall only be deemed to have taken place upon completion of the last partial service. If the supplier owes further services in addition to the delivery (e.g. assembly, installation, commissioning, test run, instruction), delivery shall only be deemed to have taken place upon completion of the further services.
3. If acceptance has been agreed, the limitation period shall commence upon acceptance.

E. Product liability

Section 20 Product and producer liability
If claims are asserted against us by a third party on the basis of product or manufacturer's liability due to personal injury or property damage and if this damage is attributable to defective

goods of the supplier, the supplier shall indemnify us against these claims upon our first request - insofar as he himself is liable in relation to third parties.

Section 21 Product warnings and recalls

(1) If we are obliged to carry out a product warning or recall due to the defectiveness of the supplier's goods and the resulting danger to persons or property, the supplier shall also bear the product warning and recall costs as part of its indemnification obligation under § 20. Further statutory claims on our part and the supplier's own statutory product warning and recall obligations remain unaffected by this.

(2) We will inform the supplier immediately of impending product warning and recall measures within the scope of what is possible and reasonable for us and give him the opportunity to comment.

Section 22 Obligation to inform

If official proceedings take place at or against the supplier which affect goods delivered to us or ordered by us (in particular product safety measures such as the ordering of a recall or preliminary measures) or if the supplier considers such measures of its own (in particular notifications to market surveillance authorities or recalls), he shall inform us immediately in each case. The same applies if the supplier learns of such measures at or against its own suppliers that affect components of the services provided for us.

Section 23 Insurance obligation

The supplier shall maintain product liability insurance at its own expense with cover of at least ten million euros per case of personal injury or property damage.

F. Property rights

Section 24 Industrial property rights

(1) The supplier warrants that the goods delivered and services rendered are free from third-party property rights.

(2) In the event of an infringement of industrial property rights, the supplier shall indemnify us against all claims asserted against us by third parties due to an infringement of industrial property rights referred to in paragraph 1 and shall reimburse us for all necessary expenses in connection with such claims. The obligation to indemnify shall apply to the supplier at our first request. In this case, we shall also be entitled to obtain the necessary approvals (authorisation for delivery, commissioning, use, resale of the goods or services, etc.) from the owner of the property rights at the supplier's expense.

(3) Claims under paragraph 2 shall not exist if the supplier proves that it is neither responsible for the infringement of the property right nor could have recognised it at the time of delivery or performance if it had exercised due commercial care.

Section 25 Supplied materials

We reserve all property rights, copyrights and industrial property rights to all materials, files and other items provided by us to the supplier - essentially our order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and tools. The acceptance or approval of documents submitted by the supplier shall not alter the supplier's sole responsibility for such own materials.

G. General integrity obligations

Section 26 Non-disclosure

(1) The supplier shall treat as confidential all circumstances which it receives or becomes aware of from us or via us in connection with the procurement agreements concluded. This applies in particular to materials provided by us in accordance with § 25 and all information that is marked as confidential or is recognisable by its nature as a trade secret. Reverse engineering is not permitted and does not constitute authorised knowledge. The supplier shall only disclose the confidential circumstances to those employees or third parties who absolutely need to know them in order to provide the service. Furthermore, he shall not exploit, reproduce or modify them and shall take appropriate precautions against unauthorised access. The confidentiality obligation shall not apply to information which is in the public domain without this being due to a breach of contract by the supplier or which was received from a third party who was authorised to disclose it. Whoever invokes this exception bears the burden of proof.

(2) Materials and documents provided to the supplier, including all copies made by the supplier, shall be returned to us at our request or destroyed or deleted, unless they are still required to fulfil statutory retention obligations or for the performance of the contract.

Section 27 Obligation to co-operate

The supplier shall regularly consult with us on the suitability of the service to be provided by it and shall co-operate with us on request in performance reviews carried out by us.

Section 28 Staff deployment and subcontractors

(1) The supplier shall deploy suitable personnel for the provision of its services and shall obtain at its own expense all necessary permits and authorisations required for the presence of its personnel at the place of performance and the work there. The supplier warrants compliance with all applicable labour law regulations, in particular the Minimum Wage Act, the Posted Workers Act and the Occupational Health and Safety Act. The supplier is solely responsible for the payment of remuneration, duties, contributions and taxes with regard to the personnel it employs.

(2) The supplier may not transfer the provision of the services owed to third parties without our consent.

(3) The supplier shall be fully liable to us for any necessary supplies and the services of vicarious agents as for its own services, even if it is not at fault (assumption of the procurement risk).

Section 29 Technology standards

The supplier shall comply with the recognised rules of technology and in particular the regulations and guidelines issued by the legislator, the supervisory authorities, the employers' liability insurance associations, the Association of German Engineers (VDI) and the Association for Electrical, Electronic & Information Technologies (VDE) with regard to design, accident prevention and environmental protection.

Section 30 Due diligence obligations in supply chains

(1) The supplier warrants that in the provision of its services it will fully comply with the applicable legal regulations

1. of the country of production,
2. of the countries in which we have a registered office and
3. of the countries to which the goods are delivered or in which the services are rendered

He commits his suppliers in the same way.

(2) Furthermore, the supplier warrants that it will not engage in any illegal practices (such as offering, granting or promising unauthorised benefits in order to obtain orders). Upon discovery of violations by the supplier, its employees or agents, we shall be entitled to extraordinary termination of the entire business relationship, irrespective of any attribution to the supplier's company.

(3) The supplier undertakes to comply with all applicable laws and directives, in particular the requirements of the

1. EU Chemicals Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Regulation (EC) No 1907/2006); REACH guidelines),
2. EU directives on the restriction of the use of certain hazardous substances in electrical and electronic equipment (Directive 2011/65/EU 'RoHS' Directive),
3. EU End-of-Life Vehicles Directive (Directive 2000/53/EC) and
4. Chemicals Prohibition Ordinance.

Goods that do not completely fulfil these requirements may not be delivered to us.

(4) With regard to human rights and the environment, the supplier must at least fulfil the due diligence obligations of the Supply Chain Due Diligence Act (LkSG) in its currently valid version to the extent described therein (see in particular Section 2 LkSG) and in the manner described therein (see in particular Section 3 para. 2 LkSG). This also applies if the supplier itself does not fall within the scope of the law. The obligation does not extend to the due diligence obligations with regard to the policy statement, the complaints procedure and the report. The supplier is obliged to inform us about human rights and environmental risks and violations of corresponding obligations in his own business area and in his supply chains immediately after discovery and to inform us of the measures he intends to take to remedy the grievance. Where necessary and possible, we will support him in this endeavour. The supplier shall endeavour to obligate its suppliers in accordance with this paragraph within the meaning of the LkSG.

(5) We are entitled, at our own expense, to check whether the supplier fulfils the obligations under the LkSG by means of on-site audits or other suitable measures once a year and additionally if there is sufficient cause to do so. The supplier must grant appropriate access to the relevant areas and documents. If possible, inspections shall be limited to the supplier's business hours and should not interfere with the supplier's business processes more than necessary. Sufficient cause within the meaning of sentence 1 exists if we have to expect a significantly changed or significantly expanded risk situation at the supplier or its suppliers. The supplier shall grant us the right to organise or arrange for training and further education for the supplier or its bodies and employees to enforce its obligations under the LkSG.

(6) If the supplier violates one of the obligations under this § 30, we may set him a reasonable deadline to remedy the situation. If the supplier does not terminate the breach or provide other remedial action within the deadline and does not provide us with appropriate evidence of this, we may extraordinarily terminate or withdraw from the contract with immediate effect. Our right to terminate the entire business relationship under the conditions of Section 7 (3) LkSG remains unaffected. The supplier shall not be entitled to any compensation, damages or other claims arising from or in connection with a cancellation under this paragraph.

(7) If the supplier breaches one of the obligations under this § 30, he must compensate us for the resulting damages and expenses, unless he is not at fault for the breach and the resulting damages and expenses.

H. Applicable law and place of jurisdiction

Section 31 Governing law

(1) The business relationship between us and the supplier shall be governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and legal norms that refer to another legal system.

(2) In the event of additional translations into other languages, the German version of these terms and conditions shall prevail in case of doubt.

Section 32 Place of jurisdiction

The place of jurisdiction for disputes arising from or in connection with the business relationship between us and the supplier, irrespective of the legal grounds, shall be Gießen. However, we are also entitled to appeal to the court responsible for the supplier's place of business. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.

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