

General Terms and Conditions of Purchase of ERO GmbH
Version 01, valid as of March 1st, 2025

1. General

1.1 These General Terms and Conditions of Purchase (GTCP) apply to all business relationships between ERO GmbH (customer, 'ERO') and the supplying partner ('Contractor') for all deliveries and other services including consulting services, information and the like. The GTCP shall also apply if ERO accepts or pays for deliveries of products and services of the Contractor (hereinafter: subject matter of the contract) in the knowledge that the Contractor's terms and conditions conflict with or deviate from ERO's terms and conditions of purchase.

1.2 These GTCP shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Contractor shall only become part of the contract if and to the extent that ERO has expressly agreed to their validity in writing. This requirement of consent shall apply in any case, in particular even if the Contractor refers to its General Terms and Conditions in the order confirmation and ERO does not expressly object to them.

1.3 Silence on the part of ERO regarding deviating terms and conditions of the Contractor shall never be deemed as consent. By accepting or executing ERO's orders, the Contractor recognizes ERO's GTCP, even if he has confirmed the orders with his own terms and conditions.

1.4 The GTCP in the version valid at the time of the ERO order shall also apply as a framework agreement for all similar future contracts without ERO having to refer to them again in each individual case; the current version of the General Terms and Conditions of Purchase is available at https://www.ero.eu/en/terms_and_conditions_of_purchase.

1.5 The personnel of ERO and all other employees or persons contracted by ERO are not authorized to make verbal agreements with the Contractor that deviate from the order form or these General Terms and Conditions of Purchase.

1.6 Contracts, orders, agreements, delivery schedules and contract call-offs (in short: order) by EOR as well as their amendments and supplements therefore require confirmation in text form or can only be made verbally by the managing directors and authorized signatories of ERO. The same applies to additional agreements before or upon conclusion of the contract. If the Contractor performs without a written order from ERO, ERO is not obliged to accept the service. However, ERO has the right to accept the service, whereby an agreement is concluded. Contracts, orders, delivery schedules and contract call-offs can also be made by e-mail or remote data transmission.

2. Offer, conclusion of contract and order confirmation, right of cancellation

2.1 No remuneration shall be granted for the preparation of projects and offers, feasibility analyses, consultations and the like by the Contractor, unless expressly and effectively agreed in writing.

2.2 When submitting an offer, the Contractor has a special duty to check and exercise due diligence, especially when referring to material numbers of ERO or the Contractor's material numbers. ERO processes the information provided by the Contractor regarding specifications (material numbers of the Contractor) without further checks.

2.3 The Contractor's offers must always be based on the specifications provided by ERO and require a feasibility study to be carried out by the Contractor. If the Contractor is unable to process the documents and files provided, he must inform ERO immediately. Furthermore, if the feasibility analysis shows that the product cannot be manufactured according to the specification provided by ERO, an alternative product can be offered in absolute exceptional cases. The submission of an alternative offer must be accompanied by clear and unambiguous labelling on the offer. The deviating characteristics must be clearly emphasized on the specification provided by ERO and the basis of the offer must be presented in the context of a target vs. actual comparison.

2.4 The Contractor shall immediately notify ERO in writing of obvious errors (e.g. typing and calculation errors), incomplete enquiries and orders, missing enquiry documents as well as contradictory order and enquiry bases (e.g. deviations between the order or enquiry specification of ERO and the material number of ERO or of the Contractor possibly stated in the order or enquiry) for the purpose of correction or completion; otherwise the contract shall be deemed not concluded. Only the mutually agreed specification shall form the basis of the contract. The same applies to changes.

2.5 The products / services must comply with the agreed quality (ERO designation, specifications, data sheets, drawings, etc.), the statutory provisions and the current state of the art in science and technology. Furthermore, standards to which reference is made and other documents

forming the basis of the contract must be considered accordingly. Reference to the Contractor's offers and reference to the Contractor's material numbers shall not form basis of the contract.

2.6 The Contractor accepts that initial sample test reports, certificates, certificates of origin and factory certificates, etc. are an integral part of the defect-free order execution, if requested by ERO in the order or contractually. Unless otherwise agreed, these shall be supplied free of charge.

2.7 The Contractor must submit a binding packaging concept to ERO in writing during the contract initiation phase or, if applicable, declare the ERO packaging concept as binding in writing. If the Contractor is obliged under the packaging regulations to take back the packaging used, the Contractor shall bear the costs of return transport and recycling. ERO's delivery and packaging instructions are part of every order. The Contractor shall bear the costs arising from non-compliance with the ERO's shipping instructions.

2.8 If the Contractor breaches its statutory and above-mentioned obligations during the contract initiation phase, it shall be liable for all resulting damages.

2.9 Contracts must be confirmed by the Contractor. Upon confirmation of the first call-off, the contract shall be deemed confirmed, even if no confirmation has yet been received for the contract. The duration of a contract shall be extended accordingly by the period between the date of issue of a contract and the date of the Contractor's confirmation of the contract or the first call-off.

2.10 The Contractor must always keep any agreed safety stock on hand and inform ERO of the current status upon request, as well as coordinate with ERO in good time regarding any necessary replenishment, taking into account the best possible lead times.

2.11 Orders shall become binding if the Contractor accepts or does not object to the order within 3 working days of receipt. If the Contractor does not accept the order within 3 working days of receipt and does not object to it, ERO shall be entitled to cancel the order. The cancellation period shall commence at the end of these 3 working days and shall be 8 days. ERO's declaration of cancellation must be submitted within this period. In the event of cancellation, the supplier shall not be entitled to any claims.

2.12 Order confirmations and all correspondence must contain the order number, order item, delivery schedule/call-off number, material number of ERO, quantity and weight and must be sent to ERO as a PDF file to the following e-mail address within 3 working days of receipt of the order: purchasing@ero.eu

3. Cancellation rights

3.1 ERO may terminate the contract in writing at any time prior to acceptance of the goods or service, stating a customary and objectively justified reason. In this case, the Contractor may demand reimbursement of the expenses incurred up to the cancellation of the contract, unless the Contractor is able to use or sell the goods or service elsewhere. At the request of ERO, the amount of the expenses already incurred must be proven in detail and in a comprehensible manner.

3.2 In the event of a cancellation of the contract for which the Contractor is responsible, the reimbursement of expenses is excluded if the services rendered up to the cancellation of the contract are worthless for ERO. Compensation for loss of profit is generally excluded.

3.3 If a contractual partner suspends payments or if insolvency proceedings are applied for against his assets or out-of-court settlement proceedings are applied for, the other party shall be entitled to withdraw from the unfulfilled part of the contract. This shall apply accordingly if the financial situation of a contractual partner deteriorates in such a way that the fulfilment of the contract is seriously jeopardised.

3.4 In the event of imminent insolvency, at the latest with the application for the opening of insolvency proceedings, the Contractor is obliged to inform ERO immediately. The information shall be sent to the responsible buyer and to purchasing@ero.eu.

3.5 If the Contractor culpably fails to fulfil the obligations under clause 3.4 for these GTCP, he shall indemnify ERO from any resulting compensation obligations and compensate ERO for any damages incurred.

3.6 The Contractor is not entitled to raise the defense of uncertainty according to §321 BGB (German Civil Law).

4. Prices

4.1 The prices agreed and stated in the order are maximum prices and apply until the delivery of the ordered delivery quantity or until the expiry of an order from the order date. All prices include statutory value added tax if this is not shown separately. Unless otherwise agreed, the prices are "DDP, 55469 Simmern (Germany), Incoterms 2020", including all services and ancillary

services of the Contractor (e.g. freight and packaging costs as well as any customs duties for imported goods).

4.2 If ERO requests a change to the delivery item, the Contractor must immediately offer ERO any additional or reduced prices and effects on the delivery date in text form and provide evidence thereof.

4.3 Should the Contractor reduce its list prices or increase its discounts due to changed market conditions, the Contractor shall be obliged to allow these price advantages to take effect for ERO, even for current orders, without being requested to do so. Deviations from the order must be communicated to ERO for review and agreement at the latest with the order confirmation and clearly highlighted.

5. Delivery

5.1 The Contractor is obliged to compare the specifications on which the contract is based with the characteristics of the Contractor's product. Should the comparison reveal a deviation, no delivery may be made without written approval from ERO. The Contractor must archive ERO's approval for a period of at least 10 years and submit it to ERO upon request. Insofar as legal requirements request longer periods, the Contractor must comply with these.

5.2 The agreed quantities must also be strictly adhered to in the case of partial deliveries, however, in the case of bulk goods, an excess delivery of up to 3% of the ordered quantities is permitted. In case of non-compliance, the Contractor is obliged to take back the excess quantity delivered immediately at his own expense and to compensate ERO for any damage resulting from the excess delivery. Other deviations from the quantities ordered by ERO are only permitted with ERO's prior effective consent.

5.3 The delivery dates agreed or specified by order of ERO shall always be deemed to have arrived at ERO and shall be binding as fixed dates. The Contractor is obliged to inform ERO immediately in text form if he will probably not be able to meet the agreed delivery times - for whatever reason. Exceeding the delivery date puts the Contractor in default without the need for a reminder. After setting a grace period of 10 working days, ERO is entitled to withdraw from the contract. Otherwise, ERO's rights, in particular cancellation and compensation for damages, are determined by the statutory provisions. The date of receipt of the goods by ERO shall be decisive for compliance with the delivery date or delivery period stated on the order. If the delivery has not been agreed 'delivered duty paid' (DDP, 55469 Simmern (Germany), Incoterms 2020), the Contractor must dispatch the goods in good time, taking into account the time for loading and dispatch to be agreed with the forwarding agent.

5.4 If the Contractor is responsible for installation or assembly and unless otherwise agreed, the Contractor shall bear all necessary ancillary costs such as travel expenses, provision of tools and allowances, unless otherwise agreed.

5.5 If delivery is made earlier than agreed, ERO may return the goods at the Contractor's expense. If the goods are not returned in case of early delivery, the goods shall be stored at ERO until the agreed delivery date at the expense and risk of the Contractor.

5.6 If a delivery period has been agreed instead of a delivery date, this period shall commence on the date of the order.

5.7 The Contractor is obliged to compensate ERO for the damage caused by the delay. In the event of a delay in delivery, a contractual penalty of 0.5% per calendar week damages, a contractual penalty of 0.5% per calendar week or part thereof, up to a maximum of 5% in total, on the net price of the part of the delivery or service in arrears shall be due. A delay of at least two calendar days shall be deemed to be a calendar week or part thereof. Otherwise, § 341 II BGB shall apply. If the Contractor anticipates difficulties with regard to production, supply of primary materials, compliance with the delivery date or similar circumstances that could prevent him from delivering on time or in the agreed quality, the Contractor shall immediately notify ERO's purchasing department in text form. This shall not affect the obligation of the Contractor to deliver on time.

5.8 If the agreed delivery date is exceeded, ERO may also, after giving notice and setting a deadline, carry out the work not yet performed by the Contractor itself or have it carried out by a third party at the Contractor's expense. The compensation for non-fulfilment shall also include the additional costs for covering purchases.

5.9 The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the claims for compensation to which ERO is entitled due to delayed delivery or service.

5.10 Partial deliveries are generally not permitted, unless ERO has expressly agreed to them.

5.11 By accepting of a partial delivery, ERO does not waive the right to withdraw from the contract regarding the remaining delivery due to late non-compliance with these terms and conditions.

5.12 For quantities, weights and dimensions, the values determined by ERO during the incoming goods inspection shall be decisive, subject to verifiable proof to the contrary.

5.13 ERO does not accept a reservation of performance of self-supply by the Contractor. The Contractor is fully responsible for the procurement of the services and the necessary supplies, even if he is not at fault. The Contractor therefore bears the full procurement risk.

5.14 In addition to the right of use to the extent permitted by law (§§69a ff. UrhG [German Copyright Act]), ERO has the right to use software that is part of the scope of delivery of the product, including its documentation, with the agreed performance features to the extent necessary for the contractual use of the product. ERO may also make a backup copy without express agreement.

5.15 An essential part of the ERO's order is the respective preparation of a proper supplier's declaration by the Contractor in accordance with Implementing Regulation (EU) 2015/2447 to the Union Customs Code.

5.16 Dispatch notes or delivery notes signed by ERO are only valid as a receipt of the delivery without acknowledgement of its freedom from defects, completeness or fulfilment of the order.

5.17 If the prices are agreed by weight, the weights determined on the incoming goods scales of ERO shall be decisive. A deviation in weight of up to 5% shall not be taken into account; a deviation exceeding this shall entitle ERO to refuse acceptance of the delivery. If the weight deviates by more than 5%, the short weight will be deducted from the average price per kilo of the respective part.

5.18 The Contractor shall ensure that the packaging is appropriate and safe for transport. Transport damage that is not recognized by insurers due to inadequate packaging shall be borne by the Contractor. The delivered goods must be packed in such a way that transport costs are avoided. Only recognized environmentally friendly packaging materials may be used. Disposable packaging is to be avoided wherever possible. Preference shall be given to poolable packaging such as Euro pallets or DB mesh boxes.

6. Force Majeure

6.1 Force majeure within the meaning of this clause shall mean all events whose occurrence and effects on the fulfilment of the contract cannot be prevented by the contractual partners through reasonable measures, in particular such events that are beyond their control (in particular natural disasters such as storms, floods, earthquakes or other events such as wars, riots, terrorist attacks, sanctions and boycott measures, epidemics, official measures, in particular also on the basis of infection protection laws).

6.2 The affected party shall inform the other party in text form immediately after the occurrence of the event, within 24 hours, of the reason and extent of the event, the time and date of its occurrence and the expected impact on its ability to fulfil its contractual obligations and shall make every effort to eliminate or mitigate the effects of the force majeure and keep the other party informed on an ongoing basis.

6.3 In the event that one of the contracting parties is prevented from fulfilling its obligations under the contract due to a force majeure event and can prove the existence of such an event by sufficient evidence, the fulfilment of these obligations shall be suspended as long as the force majeure event exists and extended appropriately according to the duration of the event. In case the adherence to the contract for the duration of the delay in performance or delivery caused by the force majeure is unreasonable for one of the parties, the latter shall be entitled to withdraw from the contract or to terminate it for good cause without observing a period of notice. As a rule, adherence to the contract is unreasonable at the latest if the force majeure lasts longer than 30 days.

6.4 An event of force majeure on the part of the Contractor cannot be a lack of personnel, production materials or resources, strike, breach of contract by third parties commissioned by the Contractor or financial problems of the Contractor or additional costs for the Contractor, nor the inability to obtain the necessary licences for software to be supplied or the necessary legal or official approvals or authorizations for the goods or services to be supplied.

7. Dispatch note and invoice

7.1 If a product delivered by the Contractor is subject to the reverse charge procedure, the Contractor shall inform ERO of this in the form of a separate invoice and shall label corresponding invoices with a suitable reference to the reverse charge procedure.

7.2 The details in ERO's orders shall apply. The invoice must be sent to the address of ERO printed on the order; it must not be enclosed with the delivery documents. Invoices of the Contractor shall be submitted to ERO in verifiable electronic form in accordance with point 7.5, stating the order number, the order date, the article number(s) of ERO, prices and quantities, customs tariff number, country of origin, delivery note number, the tax number or VAT identification number of the Contractor, the date of issue, the agreed terms of payment and other mandatory invoice details. If the aforementioned elements are missing, the ERO is authorized to reject the invoice.

7.3 The payment deadlines are generally calculated from the date of presentation of the unobjected invoice. If early deliveries are accepted, the due date of the invoices concerned shall be based on the agreed delivery date.

7.4 The Contractor may not transfer rights and obligations arising from the contracts concluded with ERO to third parties without the prior consent of ERO. This shall not apply to the advance assignment of the purchase price claim within the scope of an extended retention of title customary in the industry. Payments made by ERO to the Contractor, or the third party have a discharging effect for ERO.

7.5 Invoices must be sent as a PDF-File or using the [ZUGFeRD](#) or [XRechnung](#) format to the following e-mail address: invoice@ero.eu

8 Transfer of risk, ownership rights

8.1 Unless otherwise agreed, the Contractor shall bear the risk in accordance with Incoterm DDP Simmern, (Germany), Incoterms 2020 until acceptance of the goods by ERO or its authorized representative at the place to which the goods are to be delivered in accordance with the order.

8.2 Ownership of the delivered goods shall pass to ERO after payment. However, ERO is authorized to process or resell the goods as intended before full payment has been made. Any prolonged or extended retention of title is excluded.

9 Terms of payment

9.1 If no special agreements have been made, the invoice shall be settled either within 14 days with a deduction of 3% discount or within 30 days without deduction from receipt of the invoice in accordance with the provisions of clause 7. The payment period shall start from the date of receipt of the invoice, but not before the agreed delivery or service date and not before the actual delivery of the goods or provision of the service according to clause 5. Payment shall be made subject to invoice verification. Payment shall be made by bank transfer.

9.2 ERO shall only be in default of payment if it receives a reminder with a deadline of two weeks or if the other legal requirements for default are met. In case of faulty delivery, ERO is entitled to withhold payment pro rata until proper fulfilment.

9.3 In the case of bank transfer, payment shall be deemed to have been made on time if ERO's transfer order is received by ERO's bank before expiry of the payment deadline. ERO is not responsible for delays caused by the banks involved in the payment process. Payment shall be made subject to invoice verification.

9.4 ERO does not owe any default interest. The statutory provisions shall apply to the occurrence of default of payment by ERO. In any case, however, a reminder in text form by the Contractor is required.

9.5 ERO is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. In particular, ERO is entitled to withhold due payments as long as ERO is still entitled to claims from incomplete or defective services against the Contractor.

9.6 The Contractor has a right of set-off or retention only based on legally established or undisputed counterclaims.

10 Claims for defects, recourse and warranty

10.1 The statutory provisions on material defects and defects of title shall apply, unless otherwise stipulated below.

10.2 ERO limits its incoming goods inspection to determining compliance with the quantity and identity of the ordered products as well as transport and packaging damage, without the Contractor being able to derive any rights from §377 HGB (German Commercial Code), irrespective of whether ERO requires the Contractor to prepare test and compliance certificates or not. The acceptance of goods is subject to inspection for no defects, in particular also for correctness, completeness and suitability. Complaints arising in this context shall be reported immediately after their discovery. Furthermore, ERO is authorized to inspect the delivered products during production in accordance with the conditions of a proper business process and to notify the Contractor

of any defects immediately after their discovery. The complaint may be made verbally or in text form. In this respect, the Contractor waives the defense of late notification of defects.

10.3 In principle, ERO has the right to choose the type of subsequent fulfilment. The Contractor has the right to refuse the type of subsequent fulfilment chosen by ERO under the conditions of Section 439 (4) BGB (German Civil Law).

10.4 If the Contractor does not begin to remedy the defect immediately after ERO's request to remedy the defect, ERO is entitled in urgent cases, in particular to avert acute danger or avoid major damage, to remedy the defect itself or have it remedied by a third party at the Contractor's expense. Claims for material defects are subject to a limitation period of 3 years, unless the item has been used for a building in accordance with its normal use and has caused its defectiveness. The limitation period for claims for material defects begins with the delivery of the subject matter of the contract (transfer of risk). If acceptance has been agreed, the limitation period shall commence upon acceptance.

10.5 If the Contractor has assumed a guarantee for the quality or durability of the goods, ERO may also assert claims arising from the guarantee.

10.6 The warranty also covers parts of the Contractor's subcontractors, if these are installed in the delivery item.

10.7 If the same goods are repeatedly delivered with defects, ERO is also entitled to withdraw from the contract for the unfulfilled scope of delivery after a written warning in the event of another defective delivery.

10.8 In the event of claims for defects of title, the Contractor shall also indemnify ERO against any existing claims of third parties. The 3-year limitation period within the meaning of clause 10.4 shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for third-party claims in rem for restitution shall remain unaffected; furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right - in particular in the absence of a limitation period - against ERO. For parts of the delivery that have been repaired or repaired within the limitation period due to claims for defects by ERO, the limitation period begins anew at the point in time at which the Contractor has completely fulfilled ERO's claims for subsequent fulfilment.

10.9 If ERO incurs costs as a result of the defective delivery of the contractual item, in particular transport, travel, labor, material costs or costs for an incoming goods inspection exceeding the usual scope, the Contractor must bear these costs.

10.10 If ERO takes back products manufactured and/or sold by it as a result of the defectiveness of the subject matter of the contract delivered by the Contractor or if the purchase price was reduced vis-à-vis ERO or if claims were made against ERO in any other way for this reason, ERO reserves the right of recourse against the Contractor, whereby an otherwise required setting of a deadline is not necessary for ERO's defect rights.

10.11 ERO is entitled to demand compensation from the Contractor for the expenses it had to bear in relation to its customer, because the latter has a claim against ERO for reimbursement of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs.

10.12 Notwithstanding the provision in clause 10.4, the limitation period in the cases of clauses 10.10 and 10.11 shall commence at the earliest 2 months after the date on which ERO has fulfilled the claims asserted against it by its customer, but at the latest 5 years after delivery by the Contractor.

10.13 In accordance with the requirements in the international markets of ERO, the warranty of the Contractor ends 24 months after installation of the delivery item by the end customer or installation of spare parts, but no later than 36 months after delivery to ERO. This shall only apply unless otherwise agreed.

10.14 All costs and incidental costs arising from justified warranty claims shall be borne by the Contractor. Incidental costs are all gross costs incurred in connection with the repair/replacement, e.g. costs for transport, installation and removal, handling, etc.

10.15 If ERO places planning and consulting orders with suitable specialized companies, the Contractor shall compensate ERO for any damage caused by inadequate planning and shall not claim indemnification for consequential damage. This also applies if the Contractor can assume that ERO has its own expertise.

10.16 The warranty period is suspended until successful rectification, whereby the rectification attempt, if authorized by ERO at all, is limited to a one-off action. If components or parts thereof must be replaced within the scope of the warranty obligations, the warranty claims and periods with regard to these parts shall be renewed in full. In the case of parts of components, these refer to the replaced parts.

10.17 In general, ERO endeavors to conclude a quality assurance agreement with the Contractor in the case of long-term cooperation.

10.18 The Contractor is also obliged to rectify defects if the goods have not yet been paid for in full. The warranty rights of ERO take precedence over the outstanding payment claims of the Contractor.

10.19 The Contractor undertakes to fulfil orders for spare and wear parts for at least 10 years after the last delivery.

11 Product liability and recall

11.1 The goods to be delivered to ERO are used for the manufacture of viticulture machinery. ERO sells these worldwide. The Contractor must subject his products to a strict outgoing goods inspection and is fully responsible for the faultless condition and function of the delivered goods, irrespective of any incoming goods inspections at ERO. These do not relieve the Contractor in any way.

11.2 In the event that claims are made against ERO due to product liability, the Contractor is obliged to indemnify ERO against such claims if and to the extent that the damage was caused by a defect in the contractual item delivered by the Contractor. In cases of fault-based liability, however, this only applies if the Contractor is at fault. If the cause of the damage lies within the Contractor's sphere, the Contractor shall bear the burden of proof in this respect.

11.3 In the case of claims for damages against ERO as manufacturer, the causes of which are to be found in the supplied part or the service of the Contractor, the Contractor cannot exempt himself from recourse with reference to limitation periods if the limitation periods of ERO are not effective.

11.4 The Contractor shall take out adequate insurance against such product liability risks and provide ERO with proof of insurance. The sum insured for personal injury or property damage must cover at least € 10,000,000, for at least 2 cases of damage per calendar year.

11.5 If ERO is obliged to recall goods due to a defect caused by the delivery item of the Contractor or to carry out comparable recall actions, the Contractor is obliged to bear these costs. If these costs are to be shared between several responsible parties, §§ 5 and 6 of the Product Liability Act (ProdHG) shall apply accordingly.

11.6 In the above cases, the Contractor shall bear all costs and expenses, including the costs of any legal action or recall action. In all other respects, the statutory provisions shall apply.

12 Liability

12.1 Unless another liability provision has already been made elsewhere in these terms and conditions, the Contractor shall be liable for damages incurred by ERO due to faulty delivery, violation of official safety regulations or for any other legal reasons.

12.2 If claims are asserted against ERO based on strict liability towards third parties under non-mandatory foreign law, the Contractor shall be liable to ERO to the extent that he would also be directly liable. §254 BGB (Germany Civil Law) shall apply accordingly.

12.3 The Contractor's liability for damages shall be in accordance with the statutory provisions. It shall also apply in full in the event of slight negligence and for vicarious agents. Liability shall not be limited to foreseeable damage or to maximum damage.

12.4 The Contractor undertakes to fully indemnify ERO from all possible claims and rights of upstream suppliers.

13 Execution of work/subcontractors

13.1 The Contractor warrants that he will provide the owed service himself and that he will only use subcontractors or sub-subcontractors with the prior written consent of ERO. If the Contractor engages a subcontractor, the Contractor shall nevertheless remain the sole contractual partner of ERO. Furthermore, the Contractor warrants that he himself and all Contractors he permissibly engages, as well as any hirers commissioned by him, will pay the labor force the applicable minimum wage, in particular in accordance with the Minimum Wage Act (the applicable legal provisions, hereinafter referred to as "MiLoG"). In addition, the Contractor confirms that its company and the companies it uses are not excluded from the award of public contracts under the MiLoG.

13.2 Furthermore, the Contractor undertakes to comply with all statutory provisions and regulations on the employment of employees and social security obligations. In addition to the Minimum Wage Act (MiLoG), the Contractor is in particular obliged to comply with the German Industrial Code (GewO), the Working Hours Act (ArbZG) and the Act to Combat Illegal Employment (SchwarzArbG) for its employees and employees of its subcontractors.

13.3 As part of the review of the Contractor's offer, ERO is entitled to request the submission of current pay slips and evidence for the workers employed by the Contractor and his subcontractors in anonymized form (wage and salary lists/time sheets/insurance certificates) on a random basis without specific cause. Upon request, the Contractor may also provide proof of compliance with the laws mentioned in 13.2 for himself and his subcontractors by immediately submitting a current confirmation from a suitable objective expert (e.g. an auditor) to ERO.

13.4 If a claim is made against ERO by an employee of the Contractor or the subcontractor based on a legitimate claim, the Contractor has to pay ERO a contractual penalty of 10% of the agreed remuneration for each case in addition to the full amount of damages.

13.5 The obligation to pay the contractual penalty shall not apply if the Contractor is not at fault, for which he shall bear the burden of proof. Should a claim be made against ERO by an employee of the Contractor or subcontractor based on a legitimate claim, ERO shall be entitled to terminate orders extraordinarily and thus without notice.

13.6 The Contractor is obliged to indemnify ERO against any claims asserted against ERO by third parties in connection with the Contractor's violations of applicable law. However, this does not apply if ERO or its vicarious agents have demonstrably violated applicable law intentionally or through gross negligence in this individual case.

13.7 Persons who carry out work on the factory premises in fulfillment of the contract must observe the provisions of the ERO company regulations and comply with all regulations and instructions relating to occupational safety, environmental protection, entering and driving on the factory premises.

13.8 The Contractor shall organize the performance of work for and the creation of services and products for ERO independently and on its own responsibility. For all services, the Contractor shall only deploy employees who have the required professional and personal qualifications. The required qualification certificates of the deployed personnel must be submitted to ERO immediately upon request. At the request of ERO, the Contractor shall replace individual employees if ERO has objective reasons for doing so. Any additional expenses caused by such an exchange of employees shall be borne by the Contractor.

13.9 The Contractor is obliged to inform ERO of any risks or dangers that may arise from the specifications of ERO for the fulfillment of the contract. This also applies if the Contractor can assume that ERO has its own expertise.

14 Provision of materials and tools

14.1 Materials, parts, containers, tools and special packaging provided by ERO remain the property of ERO. These may only be used as intended. The processing of materials and the assembly of parts shall be carried out for ERO. The retention of title also extends to the full value of the products resulting from the processing, mixing or combining of the goods of ERO, whereby these processes are carried out for ERO, so that ERO is considered the manufacturer. If, in the case of processing, mixing or combining with goods of third parties, their property rights remain, ERO shall acquire co-ownership of the product in proportion to the objective values of the goods.

14.2 Tools made available to the Contractor and tools manufactured by the Contractor on behalf of ERO or ordered from third parties, which are charged to ERO, remain the property of ERO or become the property of ERO upon manufacture or acquisition by the Contractor and must be clearly labelled as the property of ERO.

14.3 The Contractor is obliged to store tools for ERO free of charge and visibly separated with the diligence of a prudent businessman. The Contractor is obliged to insure the tools and to use them exclusively for the production of parts intended for ERO. In the event of depreciation or loss, ERO shall be compensated.

14.4 The Contractor shall regularly inspect the tools provided for suitability for the production and delivery of flawless products in accordance with the agreed quality. Necessary maintenance, repairs and servicing activities must be reported to ERO immediately. Costs for maintenance and servicing during the service life/output quantity agreed with ERO and guaranteed by the Contractor shall be borne by the Contractor.

14.5 Any additional costs and tool modifications must be offered by the Contractor and ordered in writing by ERO.

14.6 At the end of the contract, the Contractor must return the tools provided to ERO immediately upon request by ERO, without being entitled to a right of retention. When the tools are handed over, they must be in an objective, flawless technical and visual condition corresponding to their previous use.

Under no circumstances may the Contractor scrap the tools without the prior written consent of ERO.

15 Documents, confidentiality, data protection, allocation of data

15.1 All business or technical information made available by ERO (including features that can be taken from objects, documents or software handed over and other knowledge or experience) must be kept secret from third parties, also within the meaning of §23 GeschGehG (Act on the Protection of Trade Secrets), as long as and insofar as they are not publicly known, and may only be made available in the Contractor's own company to those persons who must necessarily be involved for their use for the purpose of delivery to ERO and who are also obliged to maintain confidentiality; they remain the exclusive property of ERO. Such information may not be reproduced or used commercially - except for deliveries to ERO - without the prior written consent of ERO.

15.2 At the request of ERO, all information originating from ERO (including any copies and records made) and items provided on loan must be returned to ERO immediately and completely or destroyed.

15.3 ERO reserves all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, etc.). Insofar as these have been made accessible to ERO by third parties, this reservation of rights shall also apply in favor of these third parties. The disclosure of confidential information does not constitute any rights to industrial property rights, know-how or copyrights for the Contractor and does not constitute a prior publication or right of prior use within the meaning of the applicable patent, design and utility model laws. Any type of license requires a written agreement.

15.4 Products which are manufactured according to documents designed by ERO, such as drawings, models and the like, or according to confidential information of ERO or with tools of ERO or according to tools built by ERO, may neither be used by the Contractor himself nor offered or supplied to third parties outside the business relationship with ERO.

15.5 Drawings, templates, models, molds, tools and the like are also the intellectual property of ERO. They may only be passed on to third parties for the purpose of contract fulfilment with express written consent. Subcontractors shall be obligated accordingly.

15.6 ERO is authorized to collect, process, use and store the data received about the Contractor in connection with the contractual and delivery relationships within the meaning of the EU General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), insofar as this appears expedient in the context of the initiation and execution of the contractual and delivery relationship and is necessary to comply with its own obligations. Further details can be found in ERO's data privacy policy on the website (<https://www.ero.eu/en/data-protection>).

15.7 With reference to the existing contact between ERO and the Contractor, the Contractor declares that he is aware of the provisions of the EU General Data Protection Regulation (GDPR) and all national data protection laws and that he has familiarized himself with the resulting special requirements for data protection and data security in the context of the business relationship and assures compliance with them for himself and the personnel employed by him as well as third parties involved by him.

15.8 If the Contractor obtains access to personal data when providing the contractual services, it shall comply with the applicable data protection regulations and information obligations within the meaning of Art. 13 GDPR, in particular collect, process and/or use personal data exclusively for the purpose of providing the contractual services (purpose), oblige its employees to maintain data secrecy, instruct them about the data protection regulations to be complied with and provide evidence of this.

15.9 Should the Contractor or his personnel deployed to fulfil the contract wish to use the e-mail system, the internet/intranet or the IT systems of ERO, the Contractor or the respective personnel shall obtain express written permission in advance and inform ERO about the internal regulations of ERO regarding the handling of these systems and media before using them and comply with them. ERO reserves the right to access all systems, data and information provided without prior notice. For his part, the Contractor is obliged to regularly inform the personnel employed by him about the compliance with the mentioned internal regulations of ERO and to ensure their compliance.

15.10 The Contractor is responsible for protecting data and information received in paper and digital form by taking all necessary organizational and technical precautions in accordance with Art. 32 GDPR, so that they are protected against unauthorized processing and use, in particular disclosure, modification, access and deletion.

15.11 The Contractor shall not disclose any information about ERO or data and information that become known from the fulfilment of the order in social networks or otherwise on the internet, unless he has the express written permission of ERO to do so or the order refers precisely to these activities.

15.12 The involvement of third parties as well as the transfer of data to them, which are used by the Contractor for the fulfilment of the contract and which require this data for the fulfilment of the contract, are only permitted insofar as the Contractor has effectively imposed the same obligations on these third parties, which arise for him from commitment. The Contractor shall be responsible for informing, obligating and training the personnel deployed by the Contractor. The Contractor shall only deploy personnel who are familiar with the requirements of the EU General Data Protection Regulation (GDPR) and all national and other relevant data protection regulations, the protection of trade and business secrets within the meaning of §23 of the German Act on the Protection of Trade Secrets (GeschGehG) and the obligations arising from this commitment.

15.13 If the commissioning of the Contractor by ERO is an order processing within the meaning of Art. 28 GDPR, a contract for order processing must also be concluded. This can either be provided by the Contractor or will be provided to ERO. This can be done by mutual agreement.

15.14 All obligations arising from this agreement shall survive the termination of the business relationship.

15.15 The Contractor is aware that in the event of a breach of these obligations, depending on the case at hand, the Contractor shall be liable to prosecution or damages, commits an administrative offence and breaches contractual obligations and may have to bear the consequences under civil law.

15.16 The Contractor recognizes that all data generated by ERO, the Contractor, the end customer or any other third party from or in connection with the use of the subject matter of the contract shall be assigned to ERO, unless the end customer or any other third party is entitled to them under applicable law. The Contractor shall not assert any ownership or other rights to this data and, in particular, shall not use the data for "big data purposes", such as data collection, the creation of databases or the performance of data analyses. The Contractor's right to use data for the fulfilment of the order, insofar as this is necessary for this purpose, shall remain unaffected.

15.17 ERO and third parties contracted by ERO to carry out an audit shall ensure that the audit is carried out in compliance with the applicable data protection and other legal regulations in such a way that the business operations of the Contractor are disrupted as little as possible and that there is no breach of confidentiality agreements between the Contractor and third parties.

16 Quality and documentation

16.1 The delivery items must comply worldwide, in particular in Europe (geographically), Serbia, Romania, Bulgaria, Georgia, Moldova, Turkey, USA (including California), Canada, Australia, New Zealand, South Africa, China, Chile, Argentina and Russia, with all statutory approval regulations, the applicable safety requirements, test regulations, environmental laws and regulations (including emission and certification regulations as well as statutory disclosure obligations) and labelling regulations. Necessary country-specific approvals (e.g. CCC certification) must be carried out in good time so that the results are available for sampling or on the agreed date.

16.2 During the entire business relationship, the Contractor shall develop and maintain a quality management system that complies with the requirements of the DIN EN ISO 9000 ff. standards. It has to be monitored at regular intervals by means of internal audits and immediately initiate the necessary measures if deviations are detected, so that the flawless quality of all deliveries to ERO is ensured.

16.3 ERO has the right to inspect the quality assurance of the Contractor after prior notification. Upon request, the Contractor shall grant ERO access to certification and audit reports as well as to test procedures carried out, including all test records and documents relating to the delivery.

16.4 The Contractor is requested to endeavor to comply with the standards ISO 14001 (environmental management) and ISO 45001 (occupational health and safety management system).

16.5 The Contractor shall apply the most environmentally compatible and economical processes for production and for the recyclability and recoverability of the delivery items in accordance with the state of the art in science and technology (in particular DIN standards, VDE regulations, VDI guidelines, DVGW regulations). The Contractor expressly warrants compliance with the ISO and DIN standards valid on the day of delivery, the latest state of the art, accident prevention regulations of the trade associations and other provisions of the trade associations, as well as national and international legal

requirements. This also includes the obligation of the Contractor to inform ERO about existing embargo regulations or a possible military utilization (= dual use). Changes to the services require the prior effective consent of ERO.

16.6 The Contractor undertakes to comply with the provisions of Section 1502 of the "Wall Street Reform and Consumer Protection Act" ("Dodd-Frank Act") regarding conflict minerals ("conflict minerals" within the meaning of the Dodd-Frank Act). If conflict minerals are required for the manufacture or function of the products supplied by the Contractor, their origin must be disclosed. Upon request, the Contractor shall provide ERO and the companies affiliated with ERO with the documentation required under the Dodd-Frank Act regarding the use and origin of conflict minerals in full and without delay.

16.7 The Contractor is obliged to keep a so-called proof of origin of the goods, i.e. the Contractor must provide ERO with the required declarations on the origin of the goods under commercial and preferential law in due time and must notify ERO of a change of origin immediately and without being asked. If necessary, the Contractor must provide evidence of his information on the origin of the goods by means of an information sheet confirmed by his customs office. If the Contractor culpably fails to fulfil this obligation, he shall indemnify ERO from any resulting compensation obligations and compensate ERO for any damages incurred.

16.8 With regard to the technical documentation, the Contractor must also keep special records of when, how and by whom the delivery items have been tested regarding the characteristics subject to documentation and what results the required quality tests have produced.

16.9 The test documents must be kept for 15 years and presented to ERO if required. The Contractor shall oblige sub-suppliers to the same extent within the scope of legal possibilities.

16.10 If authorities demand access to the production process and the test documents of ERO to verify certain requirements, the Contractor agrees to grant them the same rights in his company at the request of ERO and to provide all reasonable support.

16.11 For the delivery of hazardous goods, the corresponding data sheets according to § 14 of the Hazardous Substances Ordinance must be sent at the same time as the delivery for each initial delivery and any changes to the safety data sheet. If the technical possibilities are available, this must be done digitally. The corresponding transmission shall be made to the ERO safety officer.

16.12 For the delivery of machines and systems that fall under the EU Machinery Directive 2006/42/EC or the national laws and regulations issued on this basis, the Contractor must provide a hazard analysis or risk assessment in accordance with DIN EN ISO 12100:2011 in accordance with the EU Machinery Directive 2006/42/EC free of charge.

16.13 Changes to manufacturing processes, changes to materials or vendor parts for products and/or services, relocation of production sites, and changes to procedures or equipment for testing parts or other quality assurance measures must be notified to ERO by the Contractor in writing at least 12 months before the planned implementation and documented in the product history. ERO is entitled to check to the extent necessary whether the changes could have a detrimental effect on the product and, if necessary, to object to the change. Upon request, the Contractor must provide the necessary documents and facilitate audits to the required extent.

16.14 ERO reserves the right to measure and evaluate the performance of the Contractor at regular intervals and to transmit the results to the Contractor.

17 Industrial property rights and compliance with regulations

17.1 The business relationship with ERO may only be referred to in the Contractor's advertising or in co-operation with third parties if ERO has agreed to this in writing. This also applies to information, articles, photographs, illustrations or any other material in connection with the initiation of business, enquiry or order. Enquiries must be addressed to ERO. Consent must be obtained for each individual utilization.

17.2 The Contractor assures that his delivery and its use neither violates industrial property rights or other rights of third parties nor statutory or official regulations of any kind.

17.3 The Contractor shall be liable for claims arising from the infringement of industrial property rights and applications for industrial property rights (industrial property rights) when using the delivery items in accordance with the contract, of which at least one from the family of industrial property rights has been published either in the Contractor's home country, by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA. The Contractor shall indemnify ERO and its customers against all claims arising from the use of such industrial

property rights. This does not apply if the Contractor has manufactured the delivery items according to drawings, models or other equivalent descriptions or information provided by ERO and does not know or, in connection with the products developed by him, does not have to know that industrial property rights are infringed as a result.

17.4 ERO and the Contractor are obliged to inform each other immediately of any risks of infringement and alleged cases of infringement that become known and to give each other the opportunity to counteract such claims by mutual agreement.

17.5 Upon request of ERO, the Contractor shall inform ERO about the use of published and unpublished own and licensed industrial property rights and applications for industrial property rights on the delivered goods.

17.6 The Contractor is obliged to indemnify ERO against any claims by third parties due to infringements of industrial property rights through the use or resale of the delivered goods or use of the service. The Contractor is aware that ERO exports the delivered goods worldwide. In the event of an infringement of third-party rights, ERO is entitled to cancel all orders affected by this, to return goods not yet sold and to claim damages.

17.7 The Contractor undertakes to provide ERO with all relevant data, such as REACH, GHS and other data relevant under export law, free of charge upon request.

17.8 The Contractor is obliged to inform ERO in writing as early as possible before the delivery date about any authorization requirements for his goods according to the applicable German, European (EU), US export, customs and foreign trade law as well as according to the export, customs and foreign trade law of the country of origin of his goods. This includes e.g. the following information and data:

- the export list number, Annex AL to the German Foreign Trade and Payments Ordinance or comparable list items of relevant export lists
- the "Export Control Classification Number (ECCN)" according to the "U.S. Commerce Control List" (CCL), if the goods are subject to the "U.S. Export Administration Regulations" (EAR);
- the commodity code (HS-/KN-Code);
- the country of origin (commercial/non-preferential origin);
- (long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers);
- all other information and data required by ERO for export and import and, in the case of resale, for re-export of the goods.

17.9 The Contractor is obliged to inform ERO immediately in writing of any changes to the above information and data.

17.10 The Contractor recognizes that ERO, as a manufacturer of goods and articles, is a so-called downstream user within the meaning of the European Chemicals Regulation No. 1907/2006 ("REACH") and warrants that it will comply with all REACH provisions, in particular those which are necessary in order to be able to process, sell or distribute goods within the EU, in particular (a) register or authorize chemical substances or preparations to the extent required by law, (b) to implement internal organizational measures that document compliance with REACH, (c) to ensure that any use of chemical substances or preparations in goods (including packaging material) that ERO or its customers have declared or notified to the Contractor is covered by the relevant registration or authorization, (d) to inform ERO immediately if a substance or preparation, which has been pre-registered, should not or cannot be finally registered within the relevant transitional period and (e) not to sell or supply goods of any kind containing prohibited substances of very high concern (SVHC) ((a) to (e) together "REACH compliance"). The Contractor acknowledges that violations of REACH compliance generally result in a defect of the substance, preparation or other goods or articles within the meaning of the applicable law and shall indemnify ERO against all claims, liabilities, expenses and damages (collectively "Claims") caused by the Contractor due to a violation of the REACH compliance and shall support ERO in the legal defense against such Claims at its own expense.

17.13 In addition to the specified standards and the generally applicable legal regulations, standards and provisions, the ERO order documents, e.g. order drawings including the regulations specified therein such as DIN standards, ERO standards, technical delivery conditions, data sheets, etc. as well as agreed test instructions and test equipment, additional order information, e.g. packaging regulations, special legal regulations, special regulations for environmental protection and recycling (e.g. Directive 2000/53/EC for end-of-life vehicles) and other agreements concerning quality are binding.

17.14 If specified by the ERO, certain products, materials or services must be procured from specified sources. All requirements of the standard section 8.4 of DIN EN ISO 9001:2015 - or the current version - must also be fulfilled by the

Contractor when managing the sources of supply specified by the Contractor. Exceptions are to be defined in special agreements or contracts.

17.15 Applicable legal and official requirements as well as product and process-related characteristics must be passed on along the supply chain to the place of manufacture.

17.16 The Contractor must document the process used to ensure that all externally provided processes, products and services fulfil the applicable legal and regulatory requirements of the exporting country, the importing country and the country of destination specified by ERO, if communicated to the Contractor.

17.17 If ERO specifies special monitoring measures for certain products that are subject to legal and regulatory requirements, the Contractor must ensure that the monitoring is carried out as required and is continuously maintained.

18. Compliance

18.1 Within the business relationship with ERO, the Contractor undertakes not to offer, grant, demand or accept advantages in business dealings or in dealings with public officials that violate applicable anti-corruption regulations.

18.2 The Contractor undertakes not to enter into any agreements or concerted practices with other companies within the business relationship with ERO that have the purpose or effect of preventing, restricting or distorting competition in accordance with the applicable antitrust regulations.

18.3 The Contractor shall comply with the respective statutory regulations on the treatment of employees, environmental protection and occupational safety and shall work to minimize any adverse effects of its activities on people and the environment. Furthermore, the Contractor shall observe the principles of the UN Global Compact Initiative (www.unglobalcompact.org) and the provisions of the International Labor Standards of the ILO (www.ilo.org). These essentially concern the protection of international human rights, employee rights, the right to collective bargaining, the prevention of corruption, the abolition of forced and child labor, the elimination of discrimination in recruitment and employment, as well as responsibility for the environment and the prevention of occupational accidents.

18.4 In the event of a suspected breach of the obligations under clauses 18.1 to 18.3, the Contractor must immediately clarify possible breaches and inform ERO of the clarification measures taken. If the suspicion proves to be well-founded, the Contractor must inform ERO within a reasonable period of the internal measures he has taken to prevent future violations. If the Contractor does not fulfil these obligations within a reasonable period, ERO reserves the right to withdraw from contracts with the Contractor or to terminate them with immediate effect.

18.5 Insofar as ERO or authorities demand to inspect the production process or the provision of services and the documents and processes of the Contractor related to the order to verify the relevant requirements, the Contractor undertakes to allow such a verification or an audit in his area and to provide all reasonable support.

19 General provisions

19.1 All claims and rights of the Contractor against ERO shall expire one year after the delivery, partial delivery or service at the latest, unless they are asserted in court before the expiry of these periods.

20. Severability clause

20.1 Should any provision of these terms and conditions and the other agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to negotiate in good faith on a provision to replace the invalid provision.

20.2 Should any provision of these terms and conditions and the other agreements made be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties are obliged to negotiate in good faith on a provision to replace the invalid provision.

20.3 Headings in these Terms and Conditions of Purchase are for convenience only and do not define or limit the provisions as such and in particular not in relation to all contents of the individual sections.

20.4 An order confirmation with other terms and conditions does not cancel these Terms and Conditions of Purchase. ERO does not agree to any other terms and conditions unless they are expressly confirmed by ERO in writing.

21 Applicable law, place of fulfilment and place of jurisdiction

21.1 The law of the Federal Republic of Germany shall apply exclusively, excluding private international law, the uniform UN Convention on Contracts

for the International Sale of Goods (C.I.S.G.) and other bilateral and multilateral agreements serving the standardization of international sales.

21.2 The place of fulfilment of the Contractor's services shall always be the place of receipt specified in ERO's order letter, irrespective of whether carriage paid or ex works delivery has been agreed with the Contractor.

21.3 The exclusive place of jurisdiction for all claims arising from the business relationship between ERO and the supplier, from contracts or their validity, is the registered office of ERO. This place of jurisdiction shall also apply to disputes concerning the formation and validity of the contractual relationship. However, ERO reserves the right to assert claims at the court of the registered office of the supplier.

21.4 If the Contractor is domiciled outside the Federal Republic of Germany, ERO shall also be entitled, at its discretion, to have all disputes arising from or in connection with the business relationship with the Contractor, including disputes regarding the validity of contracts, finally settled in accordance with the Arbitration Rules of the German Institution of Arbitration (DIS) without recourse to the ordinary courts of law. At the request of the Contractor, ERO shall exercise this right of choice before the start of the proceedings. The arbitration court shall have its seat in Frankfurt am Main, Germany. The arbitration proceedings shall be held in German, unless the Contractor requests English as the language of the proceedings.