

GENERAL TERMS OF PURCHASE FOR SPHEREA GMBH

1. Scope, Form

- 1.1 The following General Terms of Purchase for Spherea GmbH (hereinafter referred to as "Spherea") apply to the manufacture of works and all goods ordered from the supplier (hereinafter together referred as "Deliveries") as well as to the execution of services (hereinafter referred to as "Services").
- 1.2 Supplier's General Terms and Conditions, which deviate from, contradict or supplement these General Terms of Purchase, do not become a component of contract unless agreed in writing by Spherea. This requirement of approval applies in every case, for example, even if the supplier declares that it only delivers in accordance with its General Terms and Conditions or these are attached to its declaration of acceptance pursuant to paragraph 2.1 or its delivery or order note. The receipt of Deliveries and Services by Spherea or payment for the same likewise do not mean any acceptance of supplier's General Terms and Conditions.
- 1.3 Individual agreements and details in orders placed by Spherea shall take precedence over these General Terms of Purchase. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version applicable upon the conclusion of contract.

2. Prices, Delivery Conditions

- 2.1 Unless defined otherwise, fixed prices are agreed, which exclude subsequent claims or price increase of all kinds.
- 2.2 Providing that no other agreements have been made, Deliveries inside the EU are made DPU and outside the EU DDP.

3. Conditions of Payment

- 3.1 The supplier's invoices shall be submitted in single copies and must contain all details required in the order for each Delivery. In addition, invoices – including justified annexes – must be transmitted to accounting@spherea.de.
- 3.2 Subject to the inspection of invoices, Spherea makes payments by means of remittances to the bank account nominated by the supplier.
- 3.3 Payments are made 30 days after receipt of invoice. The supplier shall do everything within its power to date invoices to the day of delivery or Service provision.
- 3.4 If the payment deadline ends on a Saturday, Sunday or public holiday, payment is made on the following work day.
- 3.5 Default interest is calculated pursuant to §§ 288 II, 247 German Civil Code ("BGB"). The pursuit of further-going damages pursuant to § 288 IV BGB is excluded.

4. Orders

- 4.1 The supplier must ensure that it has the documents required to execute the order. In case of questions, it must contact Spherea without delay.
- 4.2 After receiving an order, the supplier must transmit a confirmation of order, preferably that contained in the order, completed and signed, to sourcing@spherea.de within one calendar week.
- 4.3 Changes to an order require an amendment to the order. This change is subject to the same general rules of acceptance as the order. The supplier has to confirm the receipt of this change within three (3) days.

5. Delivery Date, Place of Fulfilment

- 5.1 Agreed dates or deadlines for Deliveries and Services are binding. Deliveries and Services made early and Deliveries and Services after the agreed date are admissible only with the approval of Spherea.
- 5.2 Receipt at the place of delivery stated by Spherea is decisive for the on-time arrival of Deliveries or Services. The supplier has to inform Spherea without undue delay if and as soon as it becomes apparent that it will be unable to meet the date for the Delivery or Service. Acceptance of a delayed Delivery or Service by Spherea does not constitute a waiver of compensation claims.
- 5.3 If the Supplier is in default with a Delivery or Service, Spherea is entitled to impose a contractual fine of 0.2 % per each commenced work day, however not exceeding 7 % of the total order sum. If a respective reservation is not made upon receipt of the Deliveries, Services or subsequent fulfilment, the contractual fine can nevertheless be pursued until the final payment. Spherea is entitled to pursue a contractual fine besides fulfilment. Further-going claims and rights remain reserved.

- 5.4 Spherea is not obliged to accept partial Deliveries or partial Services. If partial Deliveries have been agreed, the amount remaining still to be delivered must be indicated on the delivery note.

- 5.5 The place of fulfilment for supplier's Deliveries or Services is the point of delivery detailed in the order. If a place of delivery has not been stated and if this is also not obvious from the nature of the contractual obligations, the headquarters of Spherea is regarded as the place of fulfilment.

6. Shipment, Transfer of Risk, Export Controls

- 6.1 Shipment papers (such as a delivery note and packing slip) must accompany deliveries. All written pieces must state the order numbers and the markings demanded by Spherea in the order.
- 6.2 In case of deliveries involving installation or erection, risk is passed upon the acceptance to be completed at the place of installation.
- 6.3 The supplier must set the acceptance deadline in accordance with § 640 paragraph 2 sentence 1 BGB, which must be at least 7 days, in writing. The timeliness of refusal of acceptance by Spherea shall be determined by the dispatch of this declaration, not by its receipt by the supplier.
- 6.4 The supplier is obliged to comply with pertinent export restrictions. Spherea is not liable for the consequences of violations against such export provisions, for which the supplier is culpable.
- 6.5 Each delivery note must be accompanied by a copy of the certificates and reports concerning the inspections performed by the supplier and all official documents that are required for the transport and the customs clearance of the Deliveries.
- 6.6 The supplier is obliged to provide the documents necessary for exporting the Delivery to Spherea's customer, providing that the supplier has been informed about the intention to export in the context of the order.

7. Rights of Spherea in case of Defects regarding Contracts for Sales or Work

- 7.1 The supplier is responsible for defects regarding contracts for sales or work for a period of three years from the passing of risk. In deviation to the foregoing sentence, the period of limitation for construction works and works whose success depends upon the provision of planning or monitoring services is five years after acceptance.
- 7.2 Spherea shall notify the supplier of defects, as soon as these are established during regular business operations, without undue delay in writing. Insofar, the supplier waives the objection of delayed complaint.
- 7.3 Spherea is entitled to statutory claims for defects without restriction. As subsequent fulfilment by the supplier, Spherea is entitled to demand the removal of a defect, the delivery of a faultless paragraph or the manufacture of a new work at its own discretion. The right to claim damages, in particular but not limited to the right to claim damages instead of performance, remains reserved.
- 7.4 Regardless of statutory warranty, the supplier provides an unlimited warranty for a period of twenty-four (24) months from acceptance of the Delivery by Spherea and is subsequently obliged to remove, repair or replace any defects in the nature, construction, material or manufacture and disturbances in operation or function in the deliveries and services during this period, without undue delay and at its own expense.
- 7.5 In addition to statutory claims, in case of defects regarding contracts for sales or work after the unsuccessful expiry of a reasonable deadline for subsequent fulfilment to be determined by Spherea, Spherea is entitled to rectify the defect itself and demand compensation for the necessary expenses, providing that the supplier does not justifiably refuse subsequent fulfilment. In this regard, the statutory provisions regarding self-help in case of a contract of works (§ 637 BGB) shall apply mutatis mutandis for sales contract items. Spherea is entitled to demand payment in advance from the supplier for the expenses necessary to rectify the defect.

8. Rights of Spherea in case of the Violation of Service Contract Duties

In deviation to paragraph 7, the rights of Spherea in case of a violation of service contract duties are determined according to the statutory regulations.

9. Quality and Safety, Right of Access

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9.1 The supplier must comply with the recognised state-of-the-art, the safety provisions and the agreed technical data and standards for its Deliveries and Services. Moreover, it is obliged to inform Spherea about any special, not generally known requirements for handling and disposal and to send a manufacturer's declaration or a declaration of conformity (CE) in the sense of the pertinent directives of the European Union or other legal provisions for each delivered good. Changes in Deliveries or Services require the prior approval of Spherea in writing. The type and nature of collaboration in quality matters (e.g. first sampling and documentation) are regulated in the respective product specification.

9.2 Authorised employees of Spherea and the representatives of official authorities or their delegates must be granted access to all business premises, in which work is performed for Spherea, at all times during normal business hours. This is regardless of whether these concern the supplier's business premises or those of a sub-supplier. This can be done for auditing purposes or to inspect any documents related to the order and to be applied in order to verify compliance with statutory requirements. In particular but not limited to, this right of access during visits must be granted to all authorised personnel of Spherea, who are commissioned by Spherea to monitor progress at the supplier and who are responsible for performing audits or inspections or for the qualification of the supplier.

9.3 The representatives of Spherea's client must be granted access to all business premises, in which work is performed for Spherea, at all times during normal business hours, providing that Spherea has agreed to this.

10. Provisions made to the Supplier

10.1 All documents and objects of all types provided by Spherea to the supplier remain the property of Spherea. They may only be used to fulfil the ordered Deliveries and/or Services. The supplier must insure objects provided to it against loss and deterioration. The supplier must likewise mark such objects as the property of Spherea. The supplier does not have any rights of retention to the objects of Spherea.

10.2 If the supplier processes or transforms objects provided to it by Spherea into a new, movable item, Spherea is regarded as the manufacturer. In case of a combination or an inseparable mixture with other objects, Spherea acquires co-ownership to the new item in the ratio of the value the objects had at the time of the combination or mixture. If the combination or the mixture is made in such a way that the supplier's objects are to be regarded as the main item, it is agreed that the supplier transfers proportionate co-ownership to Spherea, whereby the supplier shall safeguard the co-ownership for Spherea at no charge. The supplier is obliged to perform any maintenance and inspection work required at its own expense, to adequately insure the provided objects and to demonstrate this to Spherea on demand.

11. Termination

11.1 If the supplier fails to meet its contractual obligations, Spherea is entitled to terminate the order in full or in part. This can be done 30 (thirty) days after an unsuccessful reminder by registered letter with advice of receipt, without prejudice to any claims to recompense or interest. Termination has an immediate effect.

11.2 Spherea is entitled to unilaterally terminate the order in full or in part (even without culpability or non-performance on the part of the supplier) by registered letter with advice of receipt. In this case, the supplier is obliged to arrange without undue delay that all activities – including those of its sub-suppliers – cease as soon as possible; at the latest within 30 (thirty) days. The supplier is entitled to pursue demonstrated costs against Spherea but not compensation claims and loss of profit.

12. Secrecy

12.1 Orders from Spherea must be kept confidential. Moreover, the supplier is obliged to keep secret commercial and technical information and documents not generally known, which it becomes aware of through the business relationship, and to use such solely to provide the ordered Deliveries. Drawings, models, samples and similar objects may not be disclosed or made available to unauthorised third parties. Replication of such objects is only admissible within the context of copyright provisions and insofar as this is necessary to fulfil supplier's obligations to which it is subject. Any sub-suppliers must be accordingly obliged to secrecy.

12.2 In the context of advertising materials, when giving details of references or in any other publications, the supplier may not state, depict or use in some other way the firm name or trademarks of Spherea, unless Spherea has agreed to this in advance in writing.

12.3 Spherea is entitled to demand compliance with additional safety provisions.

13. Spare Parts, Readiness to Deliver

13.1 The supplier is obliged to supply spare parts to Spherea for the period of the normal, technical life cycle, at least, however, for ten years after the last delivery, at reasonable conditions.

13.2 If the supplier stops delivering the goods after the deadline stated in paragraph 13.1 expires or even during this period, it must give Spherea the opportunity to make one last order at reasonable conditions.

13.3 If it plans to give up its operations, the supplier is obliged to inform Spherea in advance, in order to supply spare parts and maintenance procedures in line with a corresponding order from Spherea before closure.

14. Rights to the Deliveries and Services; Open-source Software

14.1 Insofar as the Deliveries and Services are legally protected by patent or copyright, the supplier shall issue all the rights of reproduction, for use, for operation, for release to third parties, for adaptation, for change or for translation to Spherea, which are required to operate and use the Deliveries and Services in accordance with the purpose of the order issued. This granting of rights is settled by the remuneration in paragraph 2.

14.2 Spherea receives unrestricted ownership of the Deliveries and Services, in particular but not limited to as far as files, plans, notes, drawings, prototypes, models or tools are concerned.

14.3 The supplier is obliged to notify Spherea in good time, at the latest upon confirmation of the order, whether its Deliveries and Services contain "Open-source Software". "Open-source Software" in terms of this regulation is software, which is provided to any particular user by the copyright holder free of license, with the right to process and/or distribute it on the basis of a license or some other contractual regulation (e.g. GNU General Public License (GPL), GNU Lesser GPL (LGPL), BSD License, Apache License, MIT License). If the supplier's Deliveries and Services contain Open-source Software, the supplier must deliver the following to Spherea at the latest upon confirmation of the order:

- Source code of the Open-source Software used, insofar as the disclosure of this source code is required by the applicable open-source license conditions;
- Listing of all the open-source files used with a reference to the applicable license and a copy of the complete license text;
- Written declaration to the fact that neither the supplier's Deliveries and Services nor the products of Spherea are subject to a "Copyleft Effect" by use of the Open-source Software as intended. The "Copyleft Effect" in terms of this regulation means that the open-source license conditions demand that certain Deliveries and Services of the supplier and works derived from these may only be reprocessed under the conditions of the open-source license, e.g. under disclosure of the source code.

If the supplier does not notify that its Deliveries and Services contain Open-source Software until after receiving the order, Spherea is entitled to cancel the order within 14 days from receiving the notification and transmission of all the information listed in the foregoing paragraph.

15. Product Liability and Infringement of Third-Party Rights

15.1 In case Spherea is pursued by a third-party due to the defectiveness of a product and the defectiveness is based in full or in part on a defect in the supplier's Delivery, Spherea is entitled to demand indemnity vis-à-vis the third-party instead of compensation for all damages. The supplier's obligation to compensate for damages also includes the costs of a precautionary call-back campaign to prevent damages, to the extent this is feasible.

15.2 The supplier is obliged to release Spherea from all liability based on claims, under which the Deliveries or Services culpably violate third parties' rights. In such a case, the supplier is obliged to assume all costs and payment obligations at Spherea's first written request. Without the approval of the supplier Spherea will not make any agreements with the third-party and in particular not conclude any settlement.

16. Safety Declaration for Authorised Economic Operators (AEO)

16.1 Upon acceptance of an order by means of a confirmation of order or Delivery, the supplier declares the following:

- Goods produced, stored and transported on behalf of Authorised Economic Operators (AEO) are delivered to these or are taken over by these are produced, stored, worked, processed and loaded at safe operating premises and at safe transshipment locations;
- Goods are protected against unauthorised access during production, storage, work, processing, loading and transport;

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- The personnel deployed for the production, storage, work, processing, loading, transport and takeover of such goods are reliable;
- Business partners acting on behalf of the supplier have been informed that they must likewise implement measures in order to secure the aforesaid chain of supply;
- Personal services performed in the supplier's business premises are executed solely by employees who have been checked in accordance with the EU list of sanctions ordinance as amended (e.g. EC 2580/2001, EC 881/2002, EC 735/2011).

17. Safety, Health and Environmental Management

- 17.1 When working for Sphera, the supplier shall only deploy employees with skills and qualifications required for the job. The supplier is obliged to provide Sphera at short notice with corresponding evidence upon request for the purpose of a random check.
- 17.2 The supplier is obliged to comply, at its own expense, with the applicable statutory provisions, in particular but not limited to the safety and environmental provisions, including the Directive concerning hazardous substances in electrical and electronic equipment (EU – Directive 2011/65/EU RoHS 2).
- 17.3 The supplier is obliged to fulfil all requirements of applicable domestic and European laws at all times, especially the requirements of the EU Regulation 2020/2096 of 27th February 2020 concerning the handling of chemical substances (so-called "REACH Regulation"). In particular, the supplier is obliged to fulfil all the duties to which it is subject regarding market access and marketability, including the required registrations, and with regard to all duties of information for delivered substances, preparations/mixtures and/or manufactures and their packaging. Insofar as necessary, the supplier is obliged to fulfil its obligations by nominating a sole representative according to Art. 8 of the REACH Directive.

The Supplier will comply with its duties under Art. 31 to 33 of the Directive and, in addition, provide Sphera without undue delay with all information, even without a particular request from Sphera, which Sphera requires for contractual use of the Deliveries. The complete, correct and on time transmission of this information is a fundamental prerequisite for Deliveries according to contract. If the supplier fails to comply with these duties to the full extent, the delivered products are regarded as defective in terms of warranty law.

Unless desired otherwise by Sphera, all information to be transmitted pursuant to this clause must be sent to Sphera directly after conclusion of contract. The respective supplier's duties are major contractual obligations (so-called "cardinal duties"), the fulfilment of which is essential to fulfil the contract. If the supplier fails to fully and timely comply with its respective duties, the supplier releases Sphera from all damage claims, which Sphera incurs due to the non-fulfilment of these duties by the supplier.

- 17.4 Every Delivery must be accompanied by a safety data sheet pursuant to the EU Directive 2020/2096/EU ("REACH Directive") and the EU regulation 1272/2008 (CLP) ("classification, labelling and packaging of substances and mixtures") as amended in German and English.
- 17.5 The supplier is responsible for the duty of taking back and disposing of electrical and electronic equipment pursuant to § 10 para. 2 German Electrical and Electronical Equipment Act ("ElektroG") and shall bear any costs associated with this.

18. Insurance

- 18.1 The supplier is obliged to conclude and maintain insurance policies with a reputable, financially stable insurance company, which reasonably cover its obligations towards Sphera under the orders issued by Sphera. In particular but not limited to, the supplier is obliged to conclude and maintain general liability insurance with a coverage sum of not less than € 5,000,000 (five million) per single case and calendar year and product liability insurance of not less than € 5,000,000 (five million) per single case and € 10,000,000 (ten million) per calendar year.
- 18.2 Upon request of Sphera, the supplier is obliged to submit the relevant insurance cover notes without undue delay.

19. Code of Ethics

- 19.1 The supplier guarantees to the purchaser that it and its sub-suppliers will comply with Sphera's "Charter for the Integrity and Corporate Responsibility of Suppliers and Partners" and the statutory regulations for fighting corruption in accordance with the anti-corruption United Nations Treaty.

- 19.2 The supplier assures that neither it nor its directors, managers or executive employees in Germany or abroad have been prosecuted by civil or criminal law due to violations of the laws and provisions to fight corruption, breach of trust, fraud, document falsification or the proper fulfilment of duties to pay taxes, levies and social security contributions.

20. Final Provisions

- 20.1 German law shall solely apply to all legal relationships between Sphera and the supplier, to the exclusion of the provisions of uniform international sales law (CISG).
- 20.2 With the acceptance of an order, the supplier assures that sufficient liquidity is available to fulfil the contractual duties; in particular but not limited to, that insolvency proceedings have not been filed or opened and that there are no reasons to expect insolvency proceedings.
- 20.3 If the supplier ceases to make payments, if a preliminary insolvency administrator is appointed or if insolvency proceedings are opened against the assets of the contractor, Sphera is entitled to withdraw from the contract, in whole or in part, or to terminate the contract. In this case, Sphera can utilise the equipment existing to continue the work or the Supplier's deliveries and services made up to this point against reasonable remuneration.
- 20.4 The place of jurisdiction for all disputes arising from the business relationship regulated by these General Terms of Purchase is, at Sphera's discretion, the place of fulfilment (see paragraph 5.5) or Ulm, insofar as legally admissible. However, Sphera is also entitled to sue the supplier at any other general or particular place of jurisdiction.
- 20.5 Changes and supplements to these General Terms of Purchase and any auxiliary agreements require the written form. The same applies to a cancellation of this clause of written form.
- 20.6 Should one of the foregoing provisions be or become invalid, this shall not affect the validity of the remaining provisions. The contractual parties are obliged to replace the invalid provision with a regulation that comes as close as possible to its economic intent.