

General Terms and Conditions of Purchase - Germany

These General Terms and Conditions of Purchase ("TC") apply to all purchases and services ("Purchases") made between the Baettr Group including its Affiliates ("Baettr") and the supplier ("Supplier"). "Affiliates" mean any entity of the Baettr Group. Baettr and the Supplier are referred to as the "Parties" and each individually to as a "Party". Other terms and conditions specified by the Supplier shall not apply even though Baettr may have been notified or is aware of them unless Baettr confirms accepting thereof in writing.

1. Placement of orders

- 1.1. In case of Baettr placing orders with the Supplier ("Purchase Orders") after the Supplier issued an offer ("Offer"), the Purchase Order shall be deemed to be an offer to the Supplier, and the Supplier shall be deemed to have accepted such Purchase Order after 3 business days from the date of the Purchase Order, unless rejected in writing by the Supplier prior thereto. Any deliveries and services subject to the Purchase Order made by the Supplier are further defined as "Purchases". With the Supplier's acceptance of the Purchase Order, acceptance of these TC is constituted unless otherwise agreed.
- 1.2. Any modifications of or comments to the Purchase Order by the Supplier are only valid if accepted by Baettr in writing.

2. Price and payment conditions

- 2.1. Price and payment terms shall be agreed with the Supplier in accordance with the Purchase Order.
- 2.2. The Supplier will, for each Purchase Order, present a commercial invoice to Baettr for payments under the relevant Purchase Order specifically mentioning the terms of payment which will be consonance with the terms under the Purchase Order and these TC.
- 2.3. Unless otherwise agreed in writing, the prices stated in the Purchase Order shall be fixed and binding. The currency shall be in EUR. VAT shall be excluded but all other cost with the delivery provided such as taxes, duties, levies, charges, travel costs, etc. shall be included. This includes costs for transport and packaging.
- 2.4. Unless otherwise stated in the Purchase Order the terms of payment are 60 days to the end of month plus 5 days (EOM 60+5) upon receipt of correct invoice from the Supplier.
- 2.5. Baettr is entitled to set-off and retain payments to the extent it is permitted by law.

3. Delivery terms and delay

- 3.1. Unless otherwise agreed, Purchases and shipments have to be done delivered duty paid ("DDP" as defined in the Incoterms 2020).
- 3.2. The labelling and packaging requirements with respect to the shipments shall be agreed between the Parties in the Purchase Order. Unless otherwise specified by Baettr or agreed between the Parties, the packaging of the Purchases shall conform to the laws of Germany, as applicable.
- 3.3. Baettr shall not be obliged to accept early, partial, excess Purchases or Purchases that do not comply with the agreed packaging unless Baettr agreed with prior written notice. This also applies if relevant documentation or certificates are not included.

3.4. If Purchases are delayed the Supplier is obliged to notify Baettr by written form (including Email) without delay when circumstances leading to this delay are brought to the Supplier's notice. Baettr then may claim damages in the event of delay from the agreed delivery date.

3.5. If Purchases, or any part thereof, are delayed, Baettr is entitled to claim amongst other claims a contractual penalty in the amount of 0.5 % of the entire Purchase Order value per day of delay, however, this penalty is limited to a maximum of 10 % of the entire Purchase Order value. This is without any prejudice to any further rights or remedies (including for the avoidance of doubt, the right to terminate the Purchase Order or a part thereof) or claims for damages. The penalty shall be offset against such claims for damages. The penalty shall be claimed until the Purchase is completed.

4. Changes of Purchase Orders

4.1. In case of placing a Purchase Order by Baettr, Baettr is entitled to request changes to design, drawings, specifications, quantities, delivery dates and other terms of the Purchase Order. If a requested change affects the delivery date or the price, Baettr must be notified thereof by the Supplier to allow Baettr to decide whether Baettr wants to maintain the request for a change.

4.2. If Baettr maintains the request for a change, the Parties must negotiate a fair adjustment of the price.

4.3. Notification period shall be 5 business days from the Supplier's receipt of the change request from Baettr. The change request shall be deemed accepted if no notification is made with no extra costs for Baettr or extension of delivery date.

5. Acceptance and transfer of risk

5.1. The transfer of risk to Baettr shall happen at the time of delivery according to the relevant Incoterms 2020.

5.2. If no Incoterms are negotiated, the transfer of risk to Baettr shall happen only when the Purchase and shipment is complete and delivered on the premises of Baettr specified. The receipt of delivery itself, payment in part or even an assembly of goods that has been agreed beforehand is not an acceptance of the Purchase.

6. Acceptance of Shipments

Baettr may reject the shipments by providing a notice of rejection to the Supplier, provided that:

- (i) in the case of a defect that is apparent on normal visual inspection, within 5 days of the delivery date; and
- (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

7. Liability for defects

7.1. Purchases that are defective, do not comply with the agreed specifications or Purchase Order or do not live up to the Suppliers warranties may be returned to the Supplier for remedy, replacement or refund, in the sole discretion of Baettr. Remedy, rectification or replacement, if so requested by Baettr, must be effected without undue delay.

- 7.2. Defaults mentioned under 7.1 and returned Purchases to the Supplier, replacement or credit are at the risk of the Supplier. All handling, insurance, transportation and Baettr's inspection costs arising with returning the Purchases to the Supplier, whether for remedy, replacement or refund, shall be borne by the Supplier. The Supplier further shall refund any payments or part payments made by Baettr in respect of the whole Purchase Order if Baettr does not want (in its sole discretion) any replacement, credit or other such things.
- 7.3. In case of urgency or high risk by cause of delay, Baettr is entitled to revise or repair on its own but at the Suppliers expense.
8. Supplier's warranties
- 8.1. The Supplier warrants that the Purchases shall be free from faulty design, of the right and agreed quality, free from defects and workmanship, suitable for the purpose intended and conform to the Purchase Order's requirements. The Purchases shall meet all applicable legislative requirements, regulations, norms and standards, including but not limited to technical and safety related standards and in accordance with all necessary permits, registrations and approvals as required under the applicable laws of Germany. The Purchases must not infringe any third-party rights, including intellectual property rights, title to property rights or rights granted by way of contract.
- 8.2. The Supplier further warrants that all relevant information, documentation, certificates and manuals including safety and correct handling are being delivered to Baettr.
- 8.3. The warranty period is 24 months upon delivery. If a Purchase becomes defective within 24 months the Supplier must without undue delay and at no cost for Baettr do everything necessary to remedy the defect. If the Supplier within a reasonable period of time after notice from Baettr does not meet his warranty obligations, Baettr is entitled to remedy these defects on its own or with other suppliers or service providers. Any costs incurring therefrom shall be borne by the Supplier.
- 8.4. If Purchases from the Supplier cause any loss or damages to third parties and losses or damages occurred because of the Purchase, the Supplier shall indemnify Baettr from any claims.
9. Liability and indemnity
- 9.1. The Supplier shall indemnify and hold Baettr harmless from all claims and losses arising from personal injuries or damage to property that are attributable to the Supplier's willful misconduct, negligence, breach of the Supplier's warranties and / or defects or non-conformity of the Purchase.
- 9.2. Any further liability of the Supplier shall not be excluded under these TC.
- 9.3. The maximum amount of which Baettr may be liable to the Supplier under the Purchase Order is limited to the value of the Purchase Order.
10. Other claims for damages
- Claims for damages and reimbursement of expenses of the Supplier against Baettr are excluded to the extent allowed under applicable law. The exclusion shall not apply in the case of intent and gross negligence or due to injury of life, body, health or due to infringement of essential contractual obligations. Liability in case of infringement of essential contractual obligations shall be limited as stated under 9.3 of these TC.
11. Intellectual property rights
- 11.1. The Supplier warrants that Purchases to Baettr as well as the use of same by Baettr do not infringe any intellectual property rights, rights of licenses, copyrights, proprietary designations or any of those rights of third parties.
- 11.2. The Supplier shall indemnify Baettr from any and all costs and claims resulting from such infringements of any third party against Baettr upon first written request. The Supplier shall compensate all respective damages Baettr may incur.
- 11.3. Should Purchases be found to infringe the intellectual property rights of a third party, the Supplier shall modify Purchases in a way to be non-infringing or shall obtain or maintain such license and rights from the third party. Baettr shall not carry any costs relating to such cases.
12. Legal provisions
- 12.1. The Supplier will ensure that all Purchases comply with applicable law with all legal and regulatory requirements of the importing country, exporting country or country of destination. This includes the directive of hazardous substances or safety recommendations of the respective country.
- 12.2. This includes the Supplier's employees' working hours, minimum wages and other legal requirements that are applicable. The Supplier shall hold Baettr harmless from and against all claims against Baettr in case the Supplier violates any of these legal provisions.
13. Retention of title
- 13.1. A retention of title ("Eigentumsvorbehalt" within the meaning of German Civil Code) can only be accepted when Baettr is entitled to sell, process, modify and / or mix the Purchases within the scope of ordinary operations. Baettr does not accept any extended or expanded retention of title ("verlängerter oder erweiterter Eigentumsvorbehalt" within the meaning of German Civil Code).
- 13.2. The right of ownership shall be reserved to Baettr when Purchases are ordered. In case of processing or modification with other objects not belonging to Baettr, co-ownership shall be acquired to the new then processed or modified item in proportion to the ratio of the value of this item to the other objects.
14. Force majeure
- 14.1. Neither Baettr nor the Supplier shall be liable for non-fulfilment or delays, provided the non-fulfilling Party proves that this is caused by force majeure including but not limited to natural disasters, epidemics, wars, riots, states of emergency, mobilization or similar military arrangements, confiscating, currency restrictions, import or export prohibitions or other similar circumstances which could not have been foreseen and avoided (or limited) and are outside the control of a Party.
- 14.2. Both Parties are obligated to immediately notify about an event of force majeure and both must take reasonable measures to overcome this situation.

14.3. However, Baettr is entitled to cancel any order where the force majeure situation continues in a period of more than 10 business days with immediate effect without further liability.

15. Confidentiality

15.1. Images, drawings, calculations, prices, descriptions and other documents or know-how of any kinds (all together "Confidential Information") provided by Baettr to the Supplier must be remained strictly confidential by the Supplier and its representatives. The Supplier and its representatives undertake no disclosure of any Confidential Information received from Baettr. No other purpose of Confidential Information than the performance on the Purchases shall be entitled.

15.2. Disclosing Confidential Information to third parties is only allowed with the express permission of Baettr. It is further agreed that this obligation shall survive termination or expiration of the contract.

15.3. Upon request by Baettr Confidential Information shall be returned to Baettr or be destroyed / deleted.

16. Termination

16.1. Baettr shall be entitled to terminate any contracts or agreements with the Supplier in the event that prices are no longer competitive. Baettr will only be bound to Purchase Orders that have already been placed with the Supplier.

16.2. If Baettr believes that the Supplier has materially breached any obligations under these TC or the Purchase Order, Baettr shall notify the Supplier in writing with a detailed description of the breach. The Supplier shall have 30 days from the receipt of the notice to use of all reasonable means to cure the alleged breach and to notify Baettr in writing that cure has been affected. In the event, the breach is not cured within the 30 days period, Baettr shall have the right to terminate any contracts with the Supplier without further notice. Termination shall be effective by the date of delivery of such notice.

16.3. Baettr shall further be entitled to terminate any contracts with the Supplier, cancel the Purchase Order without any liability in the event of bankruptcy or other form of appointed administration of the Supplier's business.

17. Disputes, applicable law and place of jurisdiction

17.1. Any disputes arising from the contractual relationship must be settled according to German law under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2. Place of jurisdiction for all disputes arising from the contractual relationship shall be Stade, Germany. Baettr shall be entitled to bring action at the law courts at the Suppliers' domicile.

18. Notices

Any notices or other communication hereunder shall be in English. They (a) shall be in writing, (b) may be given in any manner specified and (c) will be deemed effective as indicated:

- (i) if in writing and delivered in person or by courier, on the date it is delivered;
- (ii) if sent by electronic messaging system, on the date that an electronic message is received; or

- (iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered.

19. Miscellaneous

19.1. Regardless of countries and borders, the "Ten principles of the UN Global Compact" shall apply and be complied with, especially but not limited for:

- International Human rights
- Employment standards of the relevant country
- No forced labor or child labor and discrimination of any kind
- Fighting corruption
- Environmental protection

19.2. Baettr reserves the right to visit the site of the Supplier to verify that all contractual obligations and requirements are met according to these TC and contracts or agreements.

19.3. The Supplier shall accept the laid down principles as set out in the Code of Conduct of Baettr and the HSEQ Policy as binding. The current version of the Code of Conduct and the HSEQ Policy have been published on the website of Baettr (www.baettr.com). The Supplier further acknowledges the list of poisonous and harmful materials ("Chemical Blacklist") that are forbidden to be used with the Purchases. The Chemical Blacklist is stated on the website of Baettr (www.baettr.com).

20. Severance

In the event that the whole or any parts or clauses of these TC are to be found invalid, this shall be without prejudice to the validity of the remaining provisions hereof.

21. No Partnership

The contractual agreements between the Parties shall be construed on a principal to principal basis. It is not the intention of the Parties to form a partnership or a principal agent relation under these TC or any other contractual agreement.

22. Assignment

The Supplier may not assign or transfer any of their respective rights or obligations under this TC without the prior consent of Baettr, provided that Supplier may so assign or transfer to an affiliate on terms where the Supplier remains liable hereunder unless, in Baettr's reasonable judgment, that affiliate-assignee is not sufficiently creditworthy to bear responsibility therefore.

23. Further Assurances

The Parties agree to take all actions reasonably requested by the other to carry out the intent of these TC and the Purchase Order.