

Purchasing Terms and Conditions of the REA Group of Companies

I. Scope. Conclusion of the contract

1. The following Terms and Conditions of Purchase of the REA Group of Companies (hereinafter: (referred to as "REA") apply to all deliveries and services provided by our suppliers and contractors (hereinafter: (referred to as "Suppliers") and form an integral part of all contracts between REA and its suppliers. The REA Group of Companies includes the following companies: REA Elektronik GmbH, REA Systemtechnik GmbH, REA Systeme GmbH (all: Teichwiesenstraße 1, 64367 Mühlthal) The contracting party is, in each case, the company within the REA Group of Companies that places an order or issues a purchase order.
2. The supplier's terms and conditions shall not apply, even if REA does not specifically object to their validity or accepts the supplier's deliveries or services without reservation or makes payments without reservation. A different rule applies only if and to the extent that REA expressly accepts the supplier's terms and conditions in writing (at least in plain text).
3. REA's contracts and purchase orders are valid for the period specified in the respective contract or purchase order. If no validity period is specified, orders and purchase orders are valid for two (2) weeks. The supplier must confirm orders and purchase orders within the validity period; the order confirmation must be sent electronically to the address provided by REA. If the supplier confirms an order or purchase order from REA after the expiration of its validity period or with modified terms, this shall be deemed a new offer by the supplier. In this case, a contract is formed only if REA accepts the supplier's offer.

II. Scope of delivery, delivery and performance time, contractual penalty for delay in delivery or performance

1. The supplier must provide appropriate documentation with its deliveries and services that demonstrates their compliance with legal requirements. In addition, the supplier must include the documents and materials specified in the contract or in the purchase order issued by REA.
2. The delivery and service times specified in the order or purchase order issued by REA are binding. If a delivery and performance period is not specified in the contract or purchase order and has not been agreed upon in writing (at least in plain text) elsewhere, it shall be two (2) weeks.

3. Partial deliveries and services, as well as early deliveries and services, are permitted only with REA's express authorization.
4. REA may request changes to the contracted or ordered deliveries or services at any time. The supplier shall comply with REA's requests for changes, unless the requested change is unreasonable for the supplier. The supplier must notify the customer of the effects of the requested changes on the agreed upon deliveries, services, and other contractual terms within one (1) week of receiving the change request, in a written change proposal (plain text is sufficient). The change proposal is valid for at least two (2) weeks. If the requested change is unreasonable for the supplier, the supplier must notify REA of this in writing within the aforementioned time limit (plain text is sufficient) and, to the extent possible, submit to REA a revised proposal that is reasonable for the supplier and comes as close as possible to the purpose pursued by REA in its request for modification. REA will notify the supplier within the bid period whether or not REA accepts the bid. If REA accepts the proposed amendment, the contract will continue with the terms and conditions expressly agreed upon in the proposed amendment; in all other respects, the original contract remains in effect.

In its proposal for changes, the supplier must base its terms on those agreed upon by the parties, to the extent that they are applicable (e.g., hourly rates, unit prices). If the agreed terms are not applicable, the supplier must offer the modified goods and services at its standard market rates. If the parties are unable to agree on the amount of compensation for the amendment within two (2) weeks of receiving the proposed amendment, REA may determine such amount in its reasonable discretion (Section 315 of the German Civil Code (BGB)).

5. If the supplier anticipates a delay in a delivery or service and is aware of such a delay, the supplier must notify REA immediately, at a minimum in writing. The supplier must also coordinate with REA regarding how to address the consequences of the delay. If REA agrees to a new delivery date, this does not constitute a waiver of claims arising from a delay in delivery or performance on the part of the supplier.
6. If the supplier's delivery or performance is delayed, REA is entitled to its statutory rights.
7. If the supplier is in default with respect to the delivery or service, REA shall be entitled to charge a contractual penalty equal to 0.5% of the net compensation for the affected delivery or service for each full week of default.

If the supplier defaults on deadlines agreed upon in the contract for partial deliveries or partial services, the contractual penalty shall be calculated based on the net compensation attributable to the partial delivery or partial service in question.

The total amount of all contractual penalties incurred under this contract is limited to 5% of the net compensation for the entire delivery or service. REA reserves the right to seek additional damages. Any contractual penalty incurred by the supplier shall be offset against claims for damages.

8. REA may still claim forfeited contractual penalties up until the final payment is made (Section 341(3) of the German Civil Code (BGB)).
9. The statutory provisions apply to REA's default of acceptance, provided that default of acceptance requires a literal offer of delivery or performance by the supplier even if a specific calendar date is set for the action to be taken by REA or can be calculated based on the calendar.

III. Place of performance and fulfillment, acceptance, transfer of risk, shipping

1. The place of performance and delivery for the supplier's goods and services is the location specified in the order or purchase order issued by REA. If no location is specified, the place of performance and fulfillment shall be the registered office of the contracting company within the REA Group of Companies.
2. If installation, assembly, or a trial run has been agreed upon in addition to delivery, the corresponding services are subject to acceptance. For deliveries subject to acceptance and for work performed, the risk passes upon acceptance; for deliveries not subject to acceptance, the risk passes upon receipt at the place of performance. This also applies if it has been agreed that the goods or services will be shipped.
3. REA has the right to determine the mode of transportation when shipping the order.
4. Each shipment must be accompanied by a packing slip or delivery note listing the contents and the complete order reference numbers. The shipment must be reported immediately using the same information
5. The supplier shall, at its own expense, adequately insure deliveries and services against

customary transportation risks, unless the parties have agreed otherwise in writing (at least in plain text), in particular DAP or DDP (Incoterms 2020).

6. In the rare event that delivery terms are expressly agreed upon under which REA bears the risk of transport, for example, ex works (Incoterms 2020), REA will provide transportation insurance for the relevant deliveries and services. If the supplier arranges for transportation, the supplier must include the following instructions for the carrier in the transportation order: *“Our client declares that it waives the requirement to take out cargo liability insurance (SLVS) as defined in the 1998 revised version of the ADSp”*.
7. To the extent that there is a legal obligation to inspect and report defects, REA will conduct an incoming inspection immediately upon receipt of the goods and services and verify whether they correspond to the ordered quantities and types (goods) and whether there is any externally visible damage caused during transport. There is no further obligation to investigate.

REA must report any defects discovered during the mandatory inspection following receipt of the delivery or service within one month of receiving the delivery or service.

If a defect becomes apparent at a later date, REA must report it within one month of its discovery.

IV. Rights of use

1. To the extent that the supplier provides standard software to REA and no specific license terms have been agreed upon, the supplier shall grant REA a non-exclusive, transferable (e.g., to REA distributors), worldwide, and perpetual right to use the standard software and the accompanying documentation in accordance with its intended purpose, either directly or through members of the REA Group of Companies or other agents, and to to make copies of the program to the extent permitted by law and to correct defects, as well as to resell or lease the standard software to third parties, in particular end customers. Restrictions on use, such as those limiting the number of users, specifying certain devices, restricting certain types of use, or imposing geographic or time-based limitations, are effective only if they have been expressly accepted by REA in writing (at least in plain text). The supplier or manufacturer shall have no audit rights with respect to the use of the standard software, unless REA has accepted such rights in writing (at least in plain text) prior to the delivery of the standard software. The right to use the software is granted upon delivery of the standard software.
2. To the extent that the supplier delivers custom software to REA and no specific license terms

have been agreed upon, the supplier shall grant REA the exclusive, worldwide, unlimited in time and scope, transferable, and sublicensable right to use the custom software, as well as the associated documentation and source code, in any known manner, including, in particular, the right to reproduce, distribute, make it available to third parties, or lease it. The right of use also includes the right to edit and modify the custom software and to use the edited or modified custom software in the same manner as the original custom software. The right to use the software is granted upon delivery of the custom software. This also applies if the custom software is subject to acceptance by REA. The scope of delivery for custom software includes appropriate user documentation as well as source code annotated in accordance with professional standards, which enables the modification, maintenance, and further development of the custom software.

Custom software is any software developed specifically for REA, that is, software that is not generally available on the market at the time of the order. To the extent that the supplier makes modifications to standard software for REA that are not generally available on the market at the time of the order, such modifications are also considered custom software.

3. To the extent that intellectual property rights of any kind exist in connection with other goods and services, the foregoing provisions shall apply mutatis mutandis; that is, the supplier shall grant REA simple rights of use to standard services to the extent specified in paragraph 1 above. With respect to individual services, REA shall have exclusive rights of use in accordance with Section 2 above.
4. All documentation for software and other goods and services must be provided in German and English, unless a different language is specified in the order or in REA's purchase order.

V. Pricing, billing

1. The price stated in the REA order is binding.
2. Delivery or performance shall be made DDP in accordance with Incoterms 2020 to the place of performance.
3. Unless otherwise expressly agreed, the price includes all of the supplier's costs, including transportation and packaging, customs duties and taxes (excluding sales tax), assembly, installation, training, insurance, travel expenses, and personnel costs. At REA's request, the supplier must take back the packaging at its own expense.

The price also includes compensation for the granting of rights of use. Any additional claims

by the supplier, for example, are excluded. Should the copyright holder assert valid additional claims against REA, the supplier must indemnify REA against such claims.

4. Unilateral price increases by the supplier are prohibited.
5. The supplier must issue invoices exclusively in electronic form. You must comply with legal requirements and, in particular, show the statutory sales tax separately. Invoices must include the REA order number and article number, as well as the manufacturer's item number, and must match the information on the delivery slip. Duplicate invoices must be clearly marked as a duplicate, copy, or duplicate copy.
6. If payment in advance has been agreed upon, the supplier must issue a pro forma invoice. After delivery and, if necessary, acceptance of the goods or services, a final invoice must be issued.
7. Invoices must be sent to the collective email address of the ordering company within the REA Group of Companies, as specified in the order or purchase order.
8. REA reserves the right to reject and not pay invoices that do not meet the requirements specified in this section.

VI. Payments

1. Unless otherwise agreed, REA makes payments within 45 days of the due date. If REA pays within fourteen (14) days after the due date, REA is entitled to deduct a 3% discount.
2. Payment is due once the goods have been delivered or the services have been rendered and REA has received a properly issued and verifiable invoice. For work performed, acceptance is a prerequisite for the payment becoming due. To the extent that the contractor is required to provide material tests, test reports, quality documents, or other documentation in accordance with the contract or purchase order, the completeness of the delivery and performance is also contingent upon the receipt of such documentation.

VII. Liability for defects

1. The supplier shall be liable for defects in its deliveries and services in accordance with statutory provisions, unless otherwise provided in this Section VII. Under the warranty for defects, the supplier is also liable to ensure that the goods and services are free from any

third-party rights, including industrial property rights, copyrights, and personality rights, that would preclude their use as contractually agreed.

2. The statute of limitations is three (3) years, unless the law provides for a longer period. If the law provides for a longer statute of limitations, that period shall apply.

In the event of defects in the deliveries or services, REA may determine the manner of subsequent performance.

3. If the supplier makes a new delivery or performs corrective work as part of a subsequent delivery, the period specified in Section 1 shall begin anew.
4. The supplier bears the costs and risk associated with returning defective shipments.

VIII. Insurance

The supplier is required to obtain adequate general liability insurance and extended product liability insurance to cover potential damages arising from the contractual relationship and to maintain such coverage throughout the term of the contract until the warranty period expires. Upon request, the supplier must provide REA with proof that insurance coverage is in effect. Business liability insurance and extended product liability insurance must provide coverage of at least five (5) million euros per claim for bodily injury, property damage, and financial loss.

IX. Use of third parties (subcontractors)

1. The supplier is not authorized to have deliveries and services performed by third parties (subcontractors) without REA's written permission. The supplier remains liable for the acts and omissions of its subcontractors just as it is for its own services.
2. To the extent that the supplier is authorized to use subcontractors, the supplier must impose the same obligations on them with respect to their services as the supplier is obligated to REA. This applies in particular to compliance with confidentiality obligations, IT security, data protection, and compliance requirements.

X. Materials by REA

1. With respect to materials provided by REA or made available in connection with the performance of the contract, such as drawings, samples, templates, plans, work instructions,

and other documents, as well as raw materials, semi-finished products, tools, software, materials, and other items, REA retains all rights, in particular ownership and all industrial and intellectual property rights. Such materials may be used solely for the purpose of performing the contract. The supplier may make copies of documents only if it is necessary for the performance of the contract. The supplier shall process, combine, or mix the materials provided on behalf of REA. REA acquires co-ownership of the new item in proportion to the value of the materials supplied by REA that went into the new item relative to the value of the other components of the new item.

2. The supplier must store and safeguard REA materials separately at no cost, mark them as the property of REA, and take appropriate measures to protect them against loss and damage. Any alteration to the materials is prohibited, unless the materials were provided to the supplier for the intended purpose of processing, fabrication, combining, or mixing. Unless materials and copies made thereof are used or processed in accordance with their intended purpose, they must be returned to REA upon request, but no later than upon completion of the delivery or service. Existing legal retention requirements, for example, remain unaffected; in such cases, the supplier must notify REA in writing of which materials it is required to retain and for how long. Once the retention period has expired, the materials in question must be returned to REA or destroyed only upon written request from REA.
3. The supplier bears the risk for the materials provided to it by REA. In the event of depreciation or loss, the supplier must provide compensation, unless the depreciation or loss occurred through no fault of the supplier.

XI. Confidentiality, Data protection

1. The supplier is obligated to keep confidential any materials and other information provided or made available to it by REA in connection with the performance of the contract, to take appropriate measures to protect such materials and information from unauthorized access and use, and not to disclose them to third parties without REA's written consent. The same applies to custom software and other custom services that the supplier has created specifically for REA. The confidentiality obligation under this paragraph does not apply to materials and other information to the extent that the supplier can demonstrate that such materials and information (i) are generally known without any breach of the supplier's confidentiality obligations, or (ii) were known to the supplier prior to their disclosure by REA, or (iii) were provided to the supplier by a third party not bound by a confidentiality obligation, or (iv) were expressly authorized by REA for disclosure to third parties.

The confidentiality obligation remains in effect for the duration of the contract and for five (5) years after the contractual relationship ends. Upon termination of the contract, the supplier must return all confidential materials and information or, at REA's request, permanently delete them in a verifiable manner. If there is a legal obligation to retain records, the supplier must inform REA of this and restrict access to the materials and other information. In this case, the obligation to return or delete the data takes effect upon the expiration of the statutory retention period.

To the extent that confidential information contains personal data as defined by the GDPR, the supplier must comply with data protection regulations. If the parties have entered into data protection agreements, those agreements shall take precedence.

2. Section 1 above also applies to any materials and information that REA made available to or provided to the supplier prior to the conclusion of the contract.

XII. Transfer of ownership; exclusion of extended and expanded retention of title

1. REA acquires ownership of deliveries upon delivery. REA acquires ownership of work services upon acceptance. The transfer of ownership is unconditional. No retention of title is agreed upon.
2. If, notwithstanding Section 1, a retention of title applies, it shall expire upon payment of the price for the relevant delivery or service. In this case, REA retains the right, even prior to payment, to resell, process, combine, or blend the goods in the ordinary course of business. Processing, combining, or mixing is carried out for REA. An extended or prolonged retention of title is excluded in all cases.

XIII. Maintaining a stock of replacement parts and software updates

1. The supplier is obligated to maintain a stock of replacement parts for the goods and services provided to REA for a period of at least ten (10) years following delivery, or, if acceptance is required or agreed upon, following acceptance, and to offer them to REA at market rates. In the case of software deliveries and services, the preceding sentence applies to software maintenance (standard and custom software) in the form of security patches and updates.
2. The supplier shall notify REA in writing at least twelve (12) months in advance of the discontinuation of a product or of replacement parts, updates, or software maintenance so that

REA can take any necessary measures, such as placing repeat orders.

XIV. Compliance

1. The supplier agrees to comply with all applicable legal requirements and recognized compliance standards when negotiating, executing, and fulfilling all contracts with REA, and to impose comparable obligations on its subcontractors and suppliers to an appropriate extent. This includes, in particular, legal requirements related to the prevention of corruption, anti-money laundering, antitrust and competition law, foreign trade law, export restrictions, sanctions, data protection, information security, product safety, occupational safety, minimum wage, environmental and climate protection, and human rights standards.
2. The supplier agrees to comply with the core labor standards of the International Labor Organization (ILO). To the extent that REA communicates human rights or environmental expectations, a Supplier Code of Conduct, or a statement of principles to the supplier, the supplier must comply with these expectations to the best of its ability and address them on a risk-based basis throughout its supply chain. This does not entail a transfer of legal due diligence obligations from REA to the supplier.
3. The supplier must comply with all applicable environmental, product, and safety regulations and ensure that the goods and services provided meet the agreed-upon specifications as well as the relevant legal requirements. To the extent that recognized quality marks, certifications, declarations of conformity, or equivalent documentation, e.g., in accordance with the REACH Regulation, the Packaging Ordinance (PPWR), or the RoHS Directive, are required by law, customary in the marketplace, or agreed upon, the supplier must submit the relevant documentation along with the delivery or service.
4. Upon request, the supplier must provide REA with reasonable information and documentation necessary to verify compliance with the requirements set forth in this Section XIV. The supplier must report any actual or suspected violations of the compliance requirements set forth in this Section XIV that could materially affect the performance of the contract or REA's supply chain in writing (plain text is sufficient) immediately upon becoming aware of them.
5. REA is entitled to verify compliance with the compliance requirements, either directly or through agents bound by professional confidentiality, by requesting information, reviewing documents or certificates, or conducting audits at the supplier's premises. Non-event-driven audits must be announced at least four (4) weeks in advance and conducted during

normal business hours without unduly disrupting the supplier's operations. In addition, data protection must be ensured. REA will treat any information and documents provided by the supplier that are marked as confidential in the course of audits as confidential and will use them solely for audit purposes.

6. If the supplier identifies a violation of the compliance requirements or receives specific information indicating such a violation, the supplier must immediately take appropriate measures to prevent, stop, or minimize the extent of the violation. Upon request by REA, the supplier must submit a reasonable action plan and timeline and cooperate with REA in good faith regarding preventive and corrective measures.
7. If the supplier violates compliance requirements, REA is entitled to assert rights of retention with respect to the affected contracts and purchase orders, reject deliveries and services, withhold payments to the extent permitted by law, and/or terminate the contract for good cause or, in the case of sales contracts, rescind them. Any other statutory or contractual rights, in particular claims for damages, remain unaffected.

XV. Assignment of claims, Set-off, and rights of retention

1. The supplier is authorized to assign its claims to third parties only with REA's prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.
2. The supplier may assert rights of set-off or retention only on the basis of counterclaims that have been legally established or are undisputed. The same applies to the offsetting of counterclaims.

XVI. Jurisdiction, governing law

1. The place of jurisdiction is Darmstadt.
2. German substantive law shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

XVII. Severability clause

Should any provision of these Terms and Conditions of Purchase be or become invalid or unenforceable, this shall not, in case of doubt, affect the validity of the remaining provisions.

XVIII. Different language versions of these Terms and Conditions of Purchase

If these Terms and Conditions of Purchase are available in different language versions, the German version shall take precedence in the event of any discrepancies.

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