

## **General Terms and Conditions of Purchase for the CHS Container Group**

### I. General information and scope of application

1. CHS Container Handel GmbH, CHS Spezialcontainer - Shelter and Engineering GmbH and CHS Südcon GmbH are hereinafter also jointly referred to as "CHS Container Group".

2. These General Terms and Conditions of Purchase (hereinafter referred to as "Terms and Conditions of Purchase") shall apply to business relationships of the CHS Container Group which relate to the purchase of goods or services by one or more companies of the CHS Container Group. The business partners of the individual companies of CHS Container Group are hereinafter uniformly referred to as "Supplier" or "Suppliers", irrespective of whether a contract has already been concluded or a pre-contractual relationship of trust has only been established.

3. Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Purchase unless we expressly agree to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery or service (hereinafter referred to as "Delivery" or "Deliveries") without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

4. We are entitled to subsequently amend these Terms and Conditions of Purchase in current contracts. The adjustment shall only become effective if the supplier has agreed to the adjustment or its consent is deemed to have been given in accordance with the following sentences. We shall notify the supplier of the new Terms and Conditions of Purchase in text form no later than two months before the intended date of their entry into force and at the same time inform the supplier of the amended clauses. Approval of the validity of the new terms and conditions of purchase shall be deemed to have been granted if the supplier has not notified us of its rejection before the intended date of entry into force. We will specifically point out this approval effect to the supplier in our notification.

5. Our terms and conditions of purchase shall also apply exclusively to all future contracts with the supplier within the framework of the business relations existing between the supplier and us.

6. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions of Purchase. Subject to proof to the

contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

## II Offer, contractual documents and items provided

1. Our orders are subject to change and non-binding; we may revoke them at any time until the supplier has issued a written declaration of acceptance. This shall not apply if we have designated the order as a binding firm order.
2. The supplier shall submit offers to us without obligation and free of charge. The supplier must adhere to the specifications of our inquiry or invitation to tender in the offer. If the declaration of acceptance or a letter of confirmation from the supplier contains deviations from or additional conditions to the inquiry, invitation to tender or order, the supplier must clearly point this out. Such deviations require our written confirmation to be effective.
3. If the supplier does not accept an order from us within two weeks, the offer contained in the order shall lapse. Delayed acceptance shall constitute a new offer by the supplier, which we may accept within four weeks of receipt of the delayed acceptance by us.
4. Upon conclusion of the contract, the supplier also undertakes to provide us immediately with a certificate of exemption within the meaning of the Income Tax Act.
5. We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents (hereinafter referred to as "Documents"), even if they have been created by suppliers according to our specifications. The Supplier may use the Documents exclusively for the performance of the contract; after completion of the contract, the Documents must be returned to us unsolicited and free of charge or permanently deleted. The supplier may not make the documents available to third parties; in addition, the supplier must take the necessary steps to prevent unauthorized disclosure of the documents; this also applies after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents has become generally known.
6. Items provided by us shall be treated and processed on our behalf and shall remain our property at every stage of treatment and processing. The same shall apply in the event of further processing of the delivered item by us, so that we shall be deemed to be the manufacturer and shall acquire ownership in accordance

with the statutory provisions at the latest upon further processing. In the event of processing with other items not belonging to us, we shall be entitled to co-ownership of the newly manufactured item in the ratio of the value of our provision to the value of all items used in the manufacture and the supplier's expenses for their processing. In this respect, the supplier shall store the items for us free of charge. The same applies if our ownership is lost through mixing or combining.

### III Delivery item

1. The supplier shall make its deliveries in merchantable quality, brand-new and packaged in accordance with the respective product and deliver them on time to the agreed place of receipt/use. If and to the extent that no further requirements are specified in the order, the supplier warrants that the delivery shall be made in merchantable quality and - to the extent that applicable DIN, VDE, VDI or equivalent standards exist - also in accordance with these standards.
2. In the case of contracts which (also) include software and consulting services and in the case of amendments to such contracts, the supplier shall immediately agree with us on a specification sheet in which the deliveries to be made by the supplier are specified in detail. The contracting parties shall clarify prior to conclusion of the contract whether the respective specifications are to be drawn up by the supplier before or after conclusion of the contract.
3. If software has been specially developed for us, the supplier undertakes to hand over the program documents, in particular the source code.
4. The supplier shall immediately transfer to us any property rights and any existing industrial property rights to the items delivered to us for the respective delivery item. Upon delivery, the supplier shall transfer to us an exclusive right of use which corresponds to and enables the contractually stipulated use of the delivery item, unless mandatory statutory standards provide otherwise.
5. The goods must be properly packaged and labeled in accordance with standard commercial practice for their protection. The supplier shall be obliged to transport the goods to the place of performance at its own expense and to take out transport insurance for the goods at its own expense, provided that such insurance can be taken out for the goods to be delivered as is customary in the trade. At our request, the supplier is obliged to accept or collect the packaging material free of charge.

6. Regardless of whether the supplier transports the goods himself, commissions third parties with the transport or whether we exceptionally take over the transport ourselves, the transfer of risk is always only after unloading and acceptance at the place of delivery.

7. If our employees assist the transport person or the supplier with loading or unloading without the loading or unloading being part of our contractual obligations, our employees shall only act as auxiliary persons of the transport person or the supplier. Any liability on our part for loading or unloading damage is excluded - except in the case of intent and gross negligence or for damage to life, limb or health.

8. Ownership shall pass to us when the goods are handed over. The supplier shall not be entitled to retention of title unless we have expressly agreed otherwise with the supplier.

#### IV. Prices and terms of payment

1. The price stated in the order is binding and, unless we have expressly agreed otherwise with the supplier, includes delivery free to the agreed place of receipt/use "DDP" (INCOTERMS 2020).

2. The statutory value added tax is included in the price. The prices also include the remuneration for all deliveries transferred to the Supplier (including necessary certificates, drawings, evaluations, etc. in the agreed language).

3. Any additional services shall only be remunerated by us if we have expressly agreed these with the supplier prior to commencement of the work. Unless otherwise agreed, all prices are fixed prices without escalation clauses in EURO. Subsequent price changes are excluded.

4. Invoices are not to be enclosed with the consignment, but are to be submitted to us separately in duplicate. We can only process invoices if these - in accordance with the specifications in our order - state the order and order number, delivery quantity and delivery address shown there. The supplier must show the VAT separately in his invoice at the statutory rate applicable at the time of delivery. If this information is missing, incorrect or incomplete, the invoice amount shall not be due for payment. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.

5. The supplier undertakes to include in all invoices, in addition to the VAT identification number, the tax number communicated to him by his competent tax office in a clearly visible manner.

6. Unless we have expressly agreed otherwise with the supplier, we shall pay the purchase price after delivery and receipt of invoice at our discretion within 14 calendar days less 3% discount or within 30 calendar days net.

#### V. Delivery, transport insurance and contractual penalty

1. The delivery time stated in the order or our order confirmation is binding. Unless we have expressly agreed otherwise with the supplier, the supplier must make the delivery in accordance with "DDP" (INCOTERMS 2020).

2. We are not obliged to accept partial, excess or short deliveries that have not been agreed. The specified dimensions and weights as they appear on receipt of the goods shall be decisive.

3. On the day of dispatch of the delivery, the supplier shall send us a dispatch note in a single copy, stating our order number, dispatch quantity and the exact description of the goods. Each consignment must be accompanied by a packing slip in neutral form, which must contain the same information as the dispatch note. If the packing slip is missing, we shall be entitled to refuse acceptance of the consignment at the supplier's expense or to invoice the supplier for the additional expenses incurred by us as a result. We shall not be responsible for delays in processing.

4. The supplier is obliged to inform us immediately in writing if circumstances occur or become apparent to him which indicate that the delivery time cannot be met.

5. In addition to the terms of delivery according to clause V point 1, the supplier is obliged to take out transport insurance at his own expense.

6. If the delivery time is exceeded, the supplier shall pay us a contractual penalty in the amount of 0.3% of the agreed price of the delayed delivery for each calendar day with which the supplier is in default, up to a maximum of 5% of the agreed price of the delayed delivery. We may assert the reservation of the contractual penalty until the final payment. We also reserve the right to assert all rights and claims to which we are entitled by law due to a delay on the part of the supplier. A forfeited

contractual penalty shall be offset against a claim for damages insofar as the contractual penalty and the claim for damages protect the same interest.

7. Cases of force majeure (unforeseen circumstances and events for which we are not responsible and which we could not have avoided even with the care of a prudent businessman, e.g. labor disputes, war, fire, transport obstacles, shortage of raw materials, official measures, pandemics (including the Covid-19 pandemic), natural disasters or lockouts), which make acceptance impossible for us, entitle us to postpone acceptance accordingly and exclude default of acceptance. If the hindrance lasts longer than three months, the supplier shall be entitled, after setting a reasonable grace period, to withdraw from the contract with regard to the part not yet fulfilled. Our right to withdraw from the contract shall be governed by the statutory provisions.

8. The supplier may only offset if his counterclaims have been legally established or are undisputed. This restriction shall also apply to the assertion of rights of retention and rights to refuse performance by the supplier.

#### VI Production and final inspection, inspection for defects and warranty

1. We reserve the right to inspect the quality of the material used by the supplier, the measuring and quantity accuracy of the manufactured parts and compliance with other regulations at the supplier's plant during production and prior to delivery. The supplier hereby irrevocably authorizes us to enter its business and storage premises without hindrance for the purpose of the aforementioned inspection. In the case of manufacturing and/or processing orders, the supplier shall be responsible for the defect-free manufacture and the selection of the manufacturing/machining process. He is responsible for the selection of materials and/or the process.

2. We also reserve the right to carry out a final inspection of the completed delivery and service item at the supplier's plant by us or by a third party commissioned by us. Section VI. point 1 shall apply accordingly. The costs of such inspections - with the exception of the costs for the personnel sent by us - shall be borne by the supplier. However, delivery to the agreed place of receipt/use shall continue to be decisive for the commencement of limitation and complaint periods and the transfer of risk.

3. If we provide parts or material or if we issue specifications with regard to material and/or production/processing procedures, the supplier must inform us immediately in writing - if possible before the start of the work - if there are any concerns about the intended type of execution (also with regard to protection against the risk of accidents), about the suitability or quality of the materials or components supplied

by us or about the performance of other contractors. In such cases, the supplier may only execute the order if we expressly adhere to the specifications in writing despite the supplier's written notification. In the event of a breach of the aforementioned obligations, the supplier may not invoke the aforementioned circumstances. Furthermore, the supplier must compensate us for all damages resulting from the breach of the aforementioned obligations, unless the supplier is not responsible for the breach of obligation.

4. The supplier is obliged to carry out appropriate quality inspections of the delivered goods and to maintain a documented quality management system in accordance with the latest state of the art in science and technology. The results of the quality inspection must be documented in writing. We are entitled to request access to the quality inspection records at any time. Furthermore, the supplier is obliged to carry out material tests, trial runs and production of "zero series" to a reasonable extent.

5. If we are obliged by law to inspect the delivery received, we shall notify the supplier immediately in writing of any obvious defects in the delivery as soon as they are discovered in the ordinary course of business. The notification shall be deemed immediate if we send it within 10 calendar days of receipt of the delivery at the latest. Hidden defects shall be deemed to have been notified in good time if we send the notification within 10 calendar days of discovering the defect.

6. We shall be entitled to the statutory claims for defects and rights in full; in any case, we shall be entitled to demand from the supplier, at our discretion, rectification of the defect or delivery of a new defect-free item.

7. The supplier shall bear all expenses incurred in connection with the determination and rectification of defects, in particular inspection and testing costs, dismantling and installation costs, packaging, transport, travel, labor, material, downtime and conversion costs. This also applies if the costs are incurred by us. The supplier shall bear the costs, in particular for the inspection, even if there was actually no defect, unless the notification of defects by us was grossly negligent or intentional. The supplier shall bear the risk and costs for any necessary return shipment. The supplier shall provide a warranty for replacement parts and rectification work supplied in the same way as for the subject matter of the goods.

8. If the supplier does not fulfill his obligations arising from the liability for defects within a reasonable period of time set by us, we may take the necessary measures ourselves or have them taken by third parties at his expense and risk. We shall also have this right if it is not possible for us to set the supplier a grace period due to



particular urgency; in this case we shall inform the supplier of this before remedying the defect.

9. The limitation period for claims for defects - irrespective of the legal grounds - is 36 months from delivery or performance. This period shall also apply if claims are not related to a defect. Longer statutory limitation periods shall remain unaffected, as shall the provisions of

#### VII. Our Liability for Damages

1. Our liability for damages, regardless of the legal basis, particularly in cases of impossibility, breach of obligations during contract negotiations, or tort, is limited in accordance with this section VII.
2. We are fully liable under the Product Liability Act, for fraudulent concealment of defects, for damages resulting from injury to life, body, or health, in cases of intent, or to the extent that we have assumed a guarantee. In cases of gross negligence, our liability is limited to foreseeable, typical contractual damage.
3. In cases of merely negligent violation of essential rights or obligations arising from the content and purpose of the contract, our liability is also limited to foreseeable, typical contractual damage.
4. Except for the cases mentioned in Section VII, Points 2 and 3, we are not liable for damages caused by simple negligence.
5. To the extent that our liability for damages is excluded or limited, this also applies to the personal liability for damages of our employees, staff, and representatives.

#### VIII. Product Liability, Indemnification, and Liability Insurance Coverage

1. If we are held liable under domestic or foreign product liability regulations, the supplier is obliged to indemnify us upon first request from third-party claims to the extent the supplier is responsible for the product defect that triggers the liability. The supplier will label the delivered items in such a way that they are permanently recognizable as their products. The statutory provisions on joint debtor compensation remain unaffected.
2. In connection with its liability under Section IX, Point 1, the supplier is also obliged to reimburse any expenses, such as those under §§ 683, 670 BGB or §§ 830, 840, 426 BGB, arising from or in connection with any recall action carried out by us. We will inform the supplier about the content and scope of the recall measures, to the extent possible and reasonable, and give them an opportunity to comment. We also reserve the right to assert all rights and claims available to us under the law due to a product defect in the delivery.



3. The supplier is obliged to maintain product liability insurance that also covers the costs of a potential recall action, with a coverage amount of EUR 10 million per personal injury/property damage – in total – for the duration of this contract, but at least until the expiration of the warranty period for the delivery. The supplier is required to provide us with proof of insurance without being asked. Upon our request, the supplier must also provide evidence of the existence of the insurance and the payment of the premiums. Our entitlement to further claims for damages remains unaffected.

#### IX. Assumption of Procurement Risk

The supplier is responsible for procuring the supplies and services required for the delivery/performance (full assumption of the procurement risk).

#### X. Intellectual Property Rights and Antitrust Violations

1. The supplier guarantees that no third-party rights are infringed upon in the Federal Republic of Germany, the countries in which the supplier manufactures or has parts of the delivery manufactured, or countries from which the supplier could reasonably have known that we would distribute the acquired products, in connection with or due to its delivery.

2. If we are held liable by a third party for an infringement of intellectual property rights as defined in Section X, Point 1, the supplier is obliged to indemnify us upon first written request from such claims. In such a case, we are also entitled to obtain the necessary approval from the rights holder at the supplier's expense, if and to the extent that the supplier does not provide this within a reasonable period set by us, and the associated costs would not exceed the claims the supplier would be liable for under Section X, Point 1. The above does not apply if the part of the delivery item that infringes the foreign right comes from us or was provided by us.

3. The supplier's indemnification obligation also extends to all expenses that we incur as a result of or in connection with being held liable by a third party and the necessary defense against such claims.

4. If the supplier, or a company affiliated with them within the meaning of §§ 15 et seq. of the German Stock Corporation Act (AktG), is involved in agreements between companies, decisions by corporate associations, or coordinated behaviors that violate applicable antitrust or competition law regulations (hereinafter referred to as "Antitrust Violation"), and the antitrust violation is confirmed by a final and binding government or judicial decision, the supplier shall pay us a lump-sum damages amounting to 10% of the net invoice amount of the affected scope of performance related to this antitrust violation. This obligation continues even if the contract is terminated or fulfilled. In addition, we reserve all rights and claims to which we are entitled due to the antitrust violation.

## XI. Data Protection, Compliance, Security, and Confidentiality

1. We are entitled to store data concerning our suppliers electronically and to process and use this data for our operational purposes in accordance with legal regulations.
2. The supplier must strictly comply with our security instructions and, in the case of classified contracts (VS contracts), the Manual for Classified Protection in the Economy issued by the Federal Ministry for Economic Affairs and Energy in its current version.
3. The supplier agrees to comply with applicable legal regulations regarding the treatment of employees, environmental protection, and occupational safety, and to work on reducing adverse effects on people and the environment in its activities. To this end, the supplier will set up and develop a management system within its capabilities. Furthermore, the supplier will observe the principles of the UN Global Compact Initiative. These primarily concern the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in hiring and employment, responsibility for the environment, and the prevention of corruption. Further information on the UN Global Compact Initiative can be found at [www.unglobalcompact.org](http://www.unglobalcompact.org).
4. The supplier is obliged to pay its employees appropriately and punctually. In particular, the supplier must pay its employees the applicable statutory minimum wage (e.g., under the Minimum Wage Act (MiLoG) of August 11, 2014 (BGBl. I S.1348) or any country-specific regulations).
5. The supplier must use necessary resources (including materials, energy, and water) efficiently and minimize environmental impacts (e.g., waste, wastewater, air and noise pollution). This also applies to logistics/transport costs.

## XII. Spare Parts

1. The supplier is obliged to provide spare parts for the products supplied to us for at least five years after delivery.
2. If the supplier intends to discontinue the production of spare parts for the products delivered to us, they must notify us immediately after the decision to discontinue.

## XIII. Jurisdiction, Place of Performance, and Applicable Law

1. If the supplier is a merchant, a legal entity under public law, or a public-law special asset, Bremen shall be the exclusive court of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Container Handel GmbH or CHS Spezialcontainer – Shelter and Engineering GmbH and the supplier; this also applies to related transactions involving CHS Südcon GmbH, CHS Container Handel GmbH, and/or CHS Spezialcontainer – Shelter and Engineering GmbH.

2. If the supplier is a merchant, a legal entity under public law, or a public-law special asset, Munich shall be the exclusive court of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Südcon GmbH and the supplier.

3. Paragraphs 1 and 2 also apply if the supplier has no general place of jurisdiction in Germany or moves their residence or usual place of residence abroad after the conclusion of the contract, or if their residence or usual place of residence is unknown at the time of filing the lawsuit. However, we reserve the right to sue the supplier at their general place of jurisdiction.

4. Unless otherwise expressly agreed with the supplier, the place of performance for all deliveries/services to be provided by the supplier is the agreed receipt/usage location.

5. The law of the Federal Republic of Germany applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

#### XIV. Final Provisions

1. If individual provisions of the contract concluded between us and the supplier are or become ineffective or invalid, the validity of the contract as a whole shall not be affected. The ineffective or invalid provision shall be deemed replaced by a provision that comes closest to the economic intent and purpose of the ineffective or invalid provision in a legally effective manner. The foregoing shall apply accordingly in case of regulatory gaps.

2. If individual clauses of these general terms and conditions of purchase are or become ineffective, § 306 (1) and (2) of the German Civil Code (BGB) shall apply, deviating from the provisions in Section XIV, Point 1.

3. The supplier is not entitled to assign its claims against us to third parties. § 354a of the German Commercial Code (HGB) remains unaffected by this provision. The supplier is also not entitled to transfer the contract or parts thereof to third parties without our prior express consent.

4. No action by us, except for an explicit waiver declaration, constitutes a waiver of any right we are entitled to under the contract, these terms and conditions of purchase, or the law. A delay in asserting our rights shall also not be considered a waiver of the affected right. A one-time waiver of a right does not constitute a waiver of this right in the future.

5. All contracts, as well as any amendments or supplements, must be in writing. Oral agreements are only valid if confirmed in writing by the respective company of the CHS Container Group. This also applies to this written form clause.

(As of: February 2021)