

General Terms and Conditions of Purchase

of FASANA GmbH, Adolf-Halstrick-Str.6, 53881 Euskirchen

1. General / Sphere of validity

1.1 Only the terms and conditions of purchase below shall apply for all current and future orders and other legal relationships between the Supplier and FASANA. Other terms and conditions shall only apply if they have been recognized in writing by FASANA.

1.2 The supply contract as well as all subsidiary agreements, contractual amendments and contractual supplements must be made in writing. Delivery call-offs made under framework agreements and under other agreements may also be placed by fax message and e-mail and exceptionally over the telephone.

2. Quote / Order

2.1 Orders are to be confirmed in writing by the Supplier straight away quoting the order number. FASANA shall be entitled to withdraw its order if it does not receive a confirmation within three weeks.

2.2 FASANA may cancel or amend the services to be rendered by the Supplier completely or partially at any time provided that this is reasonable for the Supplier and FASANA has a justified interest in doing so for production-related reasons or to satisfy specifications demanded by its buyers. The obligations of FASANA to render a counter-performance (consideration) shall be amended accordingly. The amendments named in Sentence 1 above may refer to quantities, delivery dates, place of delivery, design, type of packaging or method of dispatch.

2.3 Insofar as the Supplier has to render a work performance, FASANA shall be entitled to terminate the entire contract or parts thereof at any time until the work is completed. In this case, the work performances properly rendered and proven by the Supplier until that point in time shall have to be remunerated. Moreover, Section 649 Sentences 2 and 3 of the German Civil Code [BGB] shall apply.

2.4 If the Supplier is responsible for notice of termination being served, the performances properly rendered and proven until that point in time shall have to be remunerated, provided that FASANA is able to use them. FASANA's compensation claims for damages shall remain unaffected. This shall also apply if notice of termination is served by FASANA on account of the Supplier being insolvent.

2.5 Amendments to quantity, delivery date, place of delivery, design, type of packaging or method of dispatch for the goods are not allowed without prior written consent of FASANA.

2.6 All unilateral declarations by FASANA and the Supplier concerning the contract must be made in writing to be legally valid unless stated otherwise by contract or by these General Terms and Conditions of Purchase.

3. Prices / Terms and Conditions of Payment

3.1 All agreed prices are fixed prices free to the place of delivery including packaging but excluding value added tax. Payment is to be made according to the agreed payment terms. If none have been agreed, then within 30 days there is a 3% discount, otherwise 60 days net. Payment and discount periods shall begin upon the receipt of a correct invoice plus the receipt of the performance as ordered. If price and/or quantity differences occur that are caused by the Supplier, the payment and discount periods shall not commence until the invoice has been corrected and/or an appropriate subsequent

delivery has been carried out. Invoices must include the invoice date, the order date, the FASANA order number, the Supplier's number and its value added tax identification number. Moreover, value added tax is to be stated separately in the invoices. Claims regarding delayed payment may not be derived from invoices that do not take this into consideration.

3.2 FASANA 's registered office is deemed to be the place of fulfilment for payment.

3.3 The Supplier shall not be entitled to increase the price after the contract has been signed.

3.4 The Supplier is not entitled to assign claims against FASANA or to allow third parties to collect them. Section 354a of the German Commercial Code [HGB] shall not be affected by this.

3.5 The Supplier may only set off its own claims which are undisputed or unappealable against claims asserted by FASANA.

3.6 The Supplier may only assert a right of retention against FASANA's claims based on its own, undisputed or unappealable claims that are founded on the same legal relationship as FASANA 's claim.

4. Deliveries / Delivery dates

4.1 All deliveries shall be supplied carriage-free, insured, unloaded and, if necessary, duty paid unless stated otherwise. FASANA shall be exempted from having to report consignments for customs clearance. Customs duties payable are to be paid to the customs office responsible for that location. The Supplier shall have to dispatch consignments in accordance with T1 / T2 forms. Those costs and fees payable at national borders shall be for the Supplier's account. Every consignment is to be marked with consignee and place of delivery in good time. A delivery note is to be attached in duplicate stating the order number, the item number and the Supplier's number.

4.2 All supplied items are to be properly packed in the manner customary within the trade. In a specific case FASANA shall be entitled to stipulate the method and type of packaging to the Supplier. The disposal of special packaging shall be for the Supplier's account.

4.3 When selling capital goods, the Supplier is obliged to submit a valid supplier's declaration, which is in accordance with the EC ordinance EG VO 1207/2001, at the beginning of each year without being requested to do so.

4.4 The point of destination stated by FASANA is deemed to be the place of fulfilment for deliveries and services.

4.5 Agreed delivery periods and delivery dates are binding. Compliance shall be determined by the receipt of the goods by FASANA provided that the Supplier is responsible for transporting the goods to FASANA. The Supplier must notify FASANA in writing straight away of any apparent delays or apparent hindrances stating their reasons and probable duration. Necessary additional costs incurred to speed up delivery in an attempt to deliver on time shall be for the Supplier's account to the extent that he is to blame for the reasons causing the possible delay or hindrance.

4.6 If the Supplier is in default, FASANA shall be entitled to demand a contractual penalty from the Supplier amounting to 0.5% of the value of the goods for each new week of delay up to a maximum of 5% of the total order value, limited to the damages foreseeable when the contract is signed. The contractual penalty may be reduced in case of disproportionality. In addition to this, FASANA is entitled to claim damages for the delay and set off the forfeit contractual penalty against these damage claims. In

particular, compensation will have to be paid for all downtime costs incurred by the delay (refitting, expenditure incurred by operational disruption, replacement purchase etc.) and lost profit.

5. Bearing of risk

5.1 The risk of accidental loss or accidental deterioration of the goods shall be for the Supplier's account until the goods have been passed over (unloaded) to FASANA.

5.2 The Supplier vouches for the careful selection of the freight forwarder selected by him.

6. Goods Inward Check

6.1 The Supplier shall conduct a check on all outgoing goods to be supplied to FASANA as part of its quality assurance measures and shall keep a record of the results of such checks. FASANA may request to see these reports at any time. FASANA is entitled to have the goods analysed and to have the marketability of the goods including packaging as well as the quality assurance measures of the Supplier inspected by a sworn expert of its choice. The Supplier shall contribute to the cost of the analysis and the inspection with a maximum amount of 5.000,- - € each calendar year. In order to make the inspection possible, the Supplier shall grant the sworn expert extensive access to all its production facilities, warehouse areas and administrative facilities and shall furnish him with the necessary information. The Supplier is obliged to rectify identified defects straight away at its own expense. If the Supplier procures material or other services from sub-contractors, the Supplier shall incorporate them in the quality assurance system by a contract, or the Supplier is to guarantee the quality of the preliminary work. The goods inward check of FASANA shall be limited to inspecting the goods for visible external transport damage, visible external material defects and variations of identity, quality and quantity. FASANA shall notify the Supplier of such defects in writing, by telefax or by e-mail within seven days following the receipt of the goods. In addition, FASANA is entitled to carry out random checks. Application of Section 377 of the German Commercial Code [HGB] that extends beyond this is excluded.

6.2 FASANA reserves the right to conduct further-reaching checks of the incoming goods. FASANA shall inform the Supplier of defects in that respect and other faults that are identified within the ordinary course of business in writing, by telefax or by e-mail within seven days following the identification of these defects.

7. Liability for defects

7.1 If the delivered goods suffer from material defects or defects in title or if the Supplier violates the above Section 6.1 in any other way, FASANA shall be entitled, at the Supplier's expense and risk,

a) to return or send back the faulty goods, request the delivery of fault-free goods within a reasonable period and refuse payment of the purchase price until receipt of fault-free goods

and, if the set period expires without result,

b) to withdraw from the Product Acquisition Request and request reimbursement of purchase price parts that may have already been paid.

Instead of asserting the rights stated in Sentence 1, letters a) and b), FASANA may reduce the purchase price by issuing a statement to the Supplier or, in case of imminent danger or particular urgency, rectify the notified fault or arrange for a third party to rectify such a fault at the Supplier's expense.

7.2 FASANA reserves the right to assert all further-reaching rights and claims. This applies, in particular, to damage claims and claims for the reimbursement of expenses.

7.3 The Supplier is liable for all direct and indirect damage and expenses suffered by FASANA or third parties that are based on culpable faults in the Supplier's deliveries.

7.4 The warranty period for faulty services of the Supplier is two years. This period shall commence upon delivery of the goods to FASANA or upon acceptance of the Supplier's service by FASANA if acceptance is specified by contract or by law.

7.5 Insofar as FASANA undertakes, for reasons that are the Supplier's responsibility, or is reasonably required to undertake, to sort out or call back products (both delivered contractual products and goods manufactured by FASANA) or to take other measures to prevent, ward off or minimize damage, the Supplier must reimburse FASANA for all expenses, costs and damage incurred as a result, including pecuniary damage and the goods value. If the products need to be destroyed in the light of a reasonable assessment, the costs required in that respect shall be borne by the Supplier. In each case of Sentences 1 and 2, FASANA shall inform the Supplier in good time and give the Supplier the opportunity to comment, insofar as that is possible. Product liability remains unaffected.

7.6 The Supplier is to exempt FASANA from third-party claims that are asserted on the grounds that a product manufactured by WEPA is faulty, provided however that the reason for the faultiness of the product arises from the Supplier's sphere of responsibility. This shall not apply in case of liability in tort if the Supplier is able to prove that he is not responsible for the faultiness of the product.

8. Insurance cover

The Supplier is obliged to maintain at its own expense an appropriate business-and-product-liability-insurance and an appropriate insurance cover for all risks stated in Numbers 6 and 7 of these General Terms and Conditions of Purchase until the warranty period finally expires. Proof of insurance cover is to be submitted to FASANA upon request. The Supplier must inform FASANA immediately if the insurance cover is jeopardized or changed.

9. Transfer of title

FASANA shall acquire full title to the goods supplied when they are handed over at the agreed place of delivery. By handing over the goods the Supplier states that he is fully entitled to dispose of the goods and that no third parties have rights to the goods.

10. Compliance with regulations

10.1 The Supplier is obliged to comply with the relevant statutory and official regulations and conditions when fulfilling the contract. The goods or services must satisfy the security, safety at work and accident prevention regulations as well as all applicable standards, DIN, VDE and other regulations. If protective devices are prescribed as a result of such regulations the Supplier shall supply them together with the consignment at no extra cost, even if they were not mentioned in the quote or order.

10.2 The Supplier has to ensure that third party proprietary rights are not breached when carrying out the contract and when the contractual items or contractual services are supplied and used. In the event of a culpable breach of duty he shall be liable for all claims arising from the breach of patents, copyrights, design patents, trademark rights and the rights to a name when the supplied goods are used in compliance with the contract. The Supplier shall exempt FASANA and its buyers from all claims asserted as a result of the use of such proprietary rights.

10.3 The Supplier guarantees that the scope of supply complies with the respective applicable and current EU guidelines and contains the CE mark. The provision of a declaration of conformity with a comprehensive risk analysis prior to the end of commissioning is a key obligation of the Supplier. The corresponding supplier declarations relating to its own delivery scope shall be made available by the Buyer to the Supplier in good time.

11. Force majeure

11.1 In the event of force majeure the affected Party shall be exempted from its obligations named above for the duration of the force majeure event. The other Party is to be informed and provided with evidence of the force majeure event. The following events in particular are to be regarded as force majeure events: strikes, lockouts, fire, earthquakes, flooding, wars, coup d'état, etc.

11.2 Force majeure events shall release the affected Party from its contractual obligations only insofar as it is prevented from rendering its performance. Its obligation shall only be suspended for the period of time in which it is prevented by the force majeure event from fulfilling its performance obligations. The Party claiming force majeure shall immediately notify the other Party in writing of the beginning and the end of the force majeure event. Otherwise, it shall forfeit the right to claim this hindrance.

11.3 If the Supplier is prevented from rendering its contractual performances for longer periods or if it has stopped making its payments or if insolvency proceedings regarding its assets have been applied for, opened or rejected due to a lack of funds, FASANA is entitled to withdraw from that part of the contract not yet fulfilled.

12. Confidentiality

12.1 The Supplier and FASANA are obliged to keep secret all the confidential information about the other Party of which they become aware in the course of their business relationship and not to exploit it. Documents containing or referring to such confidential information must be kept in safekeeping by both Parties in such a way that no-one can gain access to them. Sentences 1 and 2 shall particularly apply to sample layouts, drawings, production methods, business transactions and other operational and business secrets of all types. Each Party may pass out confidential information and documents concerning the other Party to its employees and sub-suppliers only insofar as this is absolutely essential for the fulfilment of its contractual obligations. Each Party shall oblige its employees and sub-suppliers to sign a non-disclosure agreement compatible with the above provisions and take all reasonable steps to prevent its employees or sub-suppliers from distributing the other Party's confidential information and documents.

12.2 The Parties are obliged to maintain secrecy according to the provisions of the above Section 12.1 even after their business relationship has completely come to an end.

12.3 Documents containing or referring to confidential information about the other Party must be returned to the other Party straight away after the supply contract has been fulfilled. FASANA Insofar as the Supplier needs such documents to carry out work under warranty, FASANA shall provide him with these documents in good time before such work commences. After such work has been completed the Supplier shall return the documents to FASANA straight away.

12.4 The Supplier is not allowed to use the business relationship for advertising without prior written approval of FASANA.

13. Proprietary rights

FASANA shall reserve the title and all other rights (e.g., patent and copyrights) to the information furnished. This shall apply in particular to layouts, trademark names, designs, presentation stylings etc. protected by competition law.

14. Social Compliance: Upholding human rights and ILO core labour standards, MiLoG

14.1 The supplier confirms that he and his sub-suppliers uphold the respective acts of law and other relevant provisions in all of their production processes and operations for the FASANA articles which are the subject of this agreement, and for all other business activities and decisions. In this regard, the supplier also confirms that he and his sub-suppliers observe and uphold without exception human rights as a minimum standard for ethical behaviour, and in particular the so-called ILO core labour standards (<http://www.ilo.org/berlin/arbeits-und-standards/kernarbeitsnormen/lang--de/index.htm>)

- Convention 87 - Freedom of Association and Protection of the Right to Organise Convention
- Convention 98 - Right to Organise and Collective Bargaining Convention
- Convention 29 - Forced Labour Convention - including Protocol of 2014 to the Forced Labour Convention
- Convention 105 - Abolition of Forced Labour Convention
- Convention 100 - Equal Remuneration Convention
- Convention 111 - Discrimination (Employment and Occupation) Convention
- Convention 138 - Minimum Age Convention
- Convention 182 - Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour.

14.2 The supplier assigns responsibility to at least one member of its management team to monitor the upholding of the standards set out in 14.1 in the production processes and operations involved in the production of the FASANA articles which are the subject of this agreement. These controls must be performed at least once per year; a corresponding meaningful report must be transferred to FASANA upon request. FASANA is authorised, while upholding a reasonable notice period, to control that the requirements and standards set out in Item 14.1 have been upheld, either itself or via a third-party who is subject to a non-disclosure agreement, and to perform controls in this regard in the operating facilities involved in producing the FASANA articles which are the subject of this agreement. This also includes checking the equipment, offices and records that evidence that these standards are upheld. The supplier undertakes to correct all differences compared to the requirements set out in Item 14.1.

14.3 The supplier guarantees that, as part of his activities for FASANA, he will act in line with the law and, in particular, that he will uphold all of the relevant obligations regarding payment of a minimum wage (resulting, for example, from acts of law, a collective agreement or other legal provisions) in good time and in full, and that he will also obtain a corresponding undertaking from any (sub-)contractors and vicarious agents that he may engage. The supplier undertakes to at least pay his employees the statutory minimum wage according to the German Minimum Wage Act (Mindestlohngesetz - MiLoG), to the extent that these employees are covered by the regulations of the MiLoG. The supplier guarantees that any (sub-)contractors and vicarious agents he engages also uphold the above requirements, and that in particular they pay the statutory minimum wage. In this regard, the supplier fully guarantees that these obligations will be upheld and is fully liable to FASANA for any own violations or violations by his vicarious agents

and any (sub-)contractors he engages. In particular, the supplier undertakes to indemnify FASANA from any and all claims for compensation by third parties upon initial request.

14.4 If the supplier does not uphold one or several of the above regulations and does not rectify this situation despite being given a reasonable deadline to rectify this, FASANA is entitled to terminate without notice either individual or all of the existing agreements between the supplier and FASANA.

15. Miscellaneous

15.1 These General Terms and Conditions of Purchase and all contractual relationships of the Parties are governed by the laws of the Federal Republic of Germany under exclusion of its conflict-of-law-rules. The United Nations' Convention on Contracts for the International Sale of Goods (CISG) does not apply.

15.2 The place of jurisdiction is Euskirchen, Germany. This applies as well to disputes regarding bills of exchange and cheques. However, FASANA is also permitted to sue the Supplier at its general place of business.

15.3 FASANA is only liable for damages caused by itself through intent or gross negligence.

15.4 Should a provision of these General Terms and Conditions of Purchase be, or become, invalid, the validity of the remaining provisions and of the whole contract shall not be affected as a result.

15.5 FASANA points out that in accordance with the law personal data will be saved, processed in connection with business transactions and, insofar as this is necessary for the fulfilment of the contract, forwarded to third parties.

Euskirchen January 1, 2022