

***GENERAL TERMS
AND CONDITIONS
OF PURCHASE***

CONTENT

1	General terms and conditions
2	Conclusion of contract
3	Delivery
4	Delay in delivery
5	Obligation to inspect and give notice of defects
6	Warranty
7	Industrial property rights
8	Liability, indemnification
9	Recycling service
10	Payment
11	Prohibition of assignment
12	Confidentiality
13	Products
14	Selling prices
15	Packaging
16	Environment and compliance with laws
17	Property of MOLDINO
18	Inspections
19	Special provisions for the purchase of software
20	Open-source software
21	Data protection
22	Miscellaneous

General Terms and Conditions of Purchase

1. General terms and conditions

The following terms and conditions shall apply exclusively to all purchases made by MOLDINO Tool Engineering Europe GmbH ("MOLDINO") towards entrepreneurs within the meaning of sections 14, 310 para. 1 BGB (German Civil Code). Terms and conditions of the supplier shall not apply, even if MOLDINO does not separately object to their applicability. Terms and conditions of the supplier that are contrary to or deviate from these Terms and Conditions are not accepted. Deviations from these Terms and Conditions shall only become an effective part of the contract if they are agreed individually.

2. Conclusion of contract

Orders placed by MOLDINO are to be understood as binding offers within the meaning of section 145 BGB (German Civil Code), unless expressly marked or agreed otherwise. Consequently, a legally binding contract is only concluded with the (explicit or tacit) consent of the supplier. Upon acceptance of the order, the supplier undertakes to send MOLDINO an order confirmation within seven days after receipt of the order. If the supplier does not react within the seven-day period, the order is considered as withdrawn. The supplier undertakes to comply with the conditions and specifications as stated in the order. In case of doubt, further correspondence (non-binding offers, negotiations, catalogs, websites, etc.) shall be used for the interpretation of the contract.

3. Delivery

Agreed delivery dates/periods are binding. Impending delays must be communicated to MOLDINO immediately. However, the fulfilment of the obligation to notify does not reduce the liability for damages caused by delay. Partial deliveries are only permissible if MOLDINO has agreed to them in individual cases. A change of the agreed delivery date is only possible by mutual agreement. MOLDINO is not obliged to accept deliveries that arrive before the agreed date.

4. Delay in delivery

If the supplier is culpably in default, a contractual penalty of 0.2 % of the gross order value per commenced working day shall be forfeited (but not more than a total of 5 % of the gross order value). This contractual penalty can be set off against outstanding invoice amounts of MOLDINO with the supplier. The right of MOLDINO to claim further damages remains unaffected. In this

case a forfeited contractual penalty shall be credited against the claim for damages. The receipt of the goods at the agreed location is decisive for the compliance with the delivery date or the delivery period. Unless otherwise agreed, the terms of delivery shall be DDP Incoterms 2020 (to the address specified by MOLDINO).

5. Obligation to inspect and give notice of defects

MOLDINO is subject to the legal obligation to inspect the goods and to give notice of defects according to section 377 HGB (German Commercial Code). If the goods are delivered in larger quantities, random samples are sufficient. Notification of defects to the supplier must be made within two working days after receipt or after the required inspection of the goods for obvious defects and within ten working days after discovery of the defect for hidden defects.

6. Warranty

The legal regulations for warranty (Gewährleistung) apply accordingly provided that the right to revoke the contract after unsuccessful cure (Nacherfüllung) also exists in the case of an only insignificant breach of duty by the supplier. Already after one unsuccessful cure MOLDINO may revoke the contract according to section 323 BGB (German Civil Code) or reduce the purchase price according to section 441 BGB (German Civil Code).

7. Industrial property rights

The supplier must ensure that the products do not infringe any third-party rights (in particular patent, utility model, copyright, industrial design and trademark rights). If the products infringe such rights and if the supplier is responsible for this infringement, he undertakes to indemnify MOLDINO from all resulting claims and claims for damages as well as from the costs of legal defense in an appropriate amount against proof.

8. Liability, indemnification

The legal regulations regarding liability for breach of duty and other damages arising from and in connection with the contractual relationship shall apply. In the event of a product defect within the meaning of the German Product Liability Act (Prod-HaftG), the supplier is obliged to indemnify MOLDINO upon first request from any resulting claims and claims for damages as well as from the costs of legal defense in an appropriate amount upon provision of proof.

9. Recycling service

Within the scope of a recycling service, MOLDINO can agree with the supplier to provide collection boxes for drills, milling cutters and indexable inserts. MOLDINO is expressly entitled to make use of third parties for the fulfilment of the obligations from the agreements with suppliers according to this clause 9.

The collection boxes provided shall remain the property of MOLDINO. In case of loss, MOLDINO reserves the right to charge for the collection boxes. After filling the collection box(es) the supplier declares his readiness to ship the recyclables by means of a collection form. MOLDINO will then submit an offer to the supplier in text form for the purchase and collection of the recyclables. After acceptance of the offer by the supplier, MOLDINO will commission a carrier with the collection, depending on the agreement with the supplier. The specified maximum filling quantities of the collection boxes must be observed. If the maximum filling quantity is exceeded, the carrier is entitled to refuse the shipment or to charge additional costs, which will be passed on to the supplier. Only hard metal recyclables will be purchased.

If there are other materials (e.g. copper, steels or hazardous materials) in the collection boxes, these will be disposed of in a professional and environmentally friendly manner but will not be reimbursed. The resulting (additional) costs will be charged to the supplier. The incoming recyclables are analyzed and weighed after their arrival. The total weight is commercially rounded to whole kilograms. The title to the delivered recyclables shall only be transferred to MOLDINO in each case upon a notification by MOLDINO to the supplier regarding the receipt of goods, the delivered quantities and the value of the delivered recyclables. The agreed purchase price is the price stated in the offer.

The remuneration for the recyclables shall be paid in the form of a credit note as follows: (a) The credit note shall be offset against outstanding invoices or, alternatively, against future payment obligations of the supplier arising from tool deliveries within two weeks from the date of collection. b) However, if there are no outstanding invoices and no future offsetable payment obligations of the supplier towards MOLDINO arise due to new orders within a period of 12 months after the order for the recycling service has been placed, the credit note will be paid to the supplier as "cash back" within 30 days net.

10. Payment

The supplier's invoices shall be settled with a target of 14 days with a 3% early payment discount or with a target of 30 days net after receipt of the invoice.

11. Prohibition of assignment

The supplier is not entitled to assign his claims against MOLDINO without the written consent of MOLDINO, which may only be refused for objective reasons.

12. Confidentiality

The contracting parties undertake to maintain mutual confidentiality regarding confidential information during and beyond the contractual cooperation. Confidential information in this sense shall be information within the meaning of section 2 No. 1 GeschGehG (German Law on the Protection of Trade Secrets) (this includes in particular technical information on products, design, pricing as well as information of any kind from customers/sub-suppliers of the parties). However, the confidentiality obligation shall not apply to confidential information which may be obtained, used and disclosed pursuant to section 3 GeschGehG (German Law on the Protection of Trade Secrets).

The receiving party shall be responsible for proving the existence of the respective exception. The contracting parties may only use the confidential information of which they become aware and/or make it accessible to third parties with the consent in writing or text form of the respective other party. The companies affiliated with the contracting parties pursuant to sections 15 et seq. AktG (German Stock Corporation Act) shall not be deemed to be third parties in this sense. In the event of breaches of the confidentiality obligation, the parties shall only be liable for damage typical of the contract and reasonably foreseeable. This limitation shall not apply in the event of intent or gross negligence.

13. Products

Upon MOLDINO's request, the supplier shall inform MOLDINO in writing of all ingredients used in the products. The supplier shall ensure that all specifications and other requirements are feasible. The supplier agrees to inform MOLDINO about any export and re-export restrictions and regulations as well as about the "Export Control Classification Number" (ECCN) of products.

14. Selling prices

The sales prices are net amounts excluding VAT. They include the costs of packaging, labeling and barcoding, as well as any necessary protective measures to prevent damage to the products during transport or storage.

15. Packaging

The packaging specifications of MOLDINO are binding for the supplier. The supplier agrees to indemnify MOLDINO for damages caused by improper packaging or insufficient protective measures.

16. Environment and compliance with laws

The supplier agrees to comply with all laws pertaining to the environment.

17. Property of MOLDINO

All drawings, technical documents, tooling, data, software and other materials provided to the supplier by MOLDINO remain the property (physical and intellectual) of MOLDINO. The supplier is only entitled to use these materials in any way if MOLDINO has expressly agreed in writing.

18. Inspections

MOLDINO reserves the right, itself or through a third party bound to secrecy and acceptable to the supplier, to inspect the supplier's production facility and quality assurance procedures during normal business hours and after due prior notice to the supplier in order to ensure compliance with the specifications, the manufacturing process, MOLDINO's requirements and other standard industry practices and procedures. The supplier shall assist MOLDINO in this regard to the best of its ability. MOLDINO will ensure that the supplier's business operations are disrupted as little as possible by the on-site activity. The costs of the inspection shall be borne by MOLDINO. MOLDINO may exercise this right in case of justified assumption of violations. Irrespective of this, MOLDINO may exercise this right a maximum of twice a year.

19. Special provisions for the purchase of software

The supplier undertakes to examine software as well as all data carriers used by the supplier within the scope of the provision of services or electronically (e.g. e-mail, data transfer) transmitted deliveries and services for malware (e.g. trojans, viruses, spyware, etc.) prior to delivery/provision/use and thereby to ensure freedom from malware. In doing so, it shall use the latest testing and analysis procedures. If malware is detected, the data carrier may not be used. If the supplier on his part detects malware at MOLDINO, he shall inform MOLDINO immediately.

The same obligations apply to any form of communication by electronic means that is checked for malware according to current standards. The supplier declares that the examination of the software has not revealed any evidence of viruses, trojans, spyware or similar. The supplier is obliged to inform MOLDINO immediately if risks or additional expenses can arise from the defined specifications or given standards, from the used software tools or their interaction with the existing IT landscape of MOLDINO or if such risks or additional expenses become known to the supplier. The supplier is obliged to inform MOLDINO about possible restrictions regarding the usability, changeability or further distribution of delivered software, which result from applicable thirdparty license conditions. This applies in particular in the case of software or software components which are subject to an open-source license or a comparable license model. MOLDINO has the non-exclusive, transferable, spatially and temporally unlimited right to use the software including its documentation in any system environment.

The right of use also includes the rights within the scope of the contractually agreed use as follows (i) for rental within the MOLDINO group, (ii) to make the software available within MOLDINO within the scope of Application Service Providing (or comparable forms of use); (iii) the provision of a software distribution program for the automation of installation and uninstallation processes. In this context, one license key may be used for all installations, irrespective of the respective user; (iv) the granting of earlier releases of the software. This shall not affect the right to make a copy of the software for backup purposes. The copies of the standard software for the purpose of proper data backup are part of the intended use.

20. Open-source software

The use of so-called open-source software (software that can regularly be obtained free of charge and open source; "OSS") for the purpose of fulfilling the contract is excluded. This shall apply irrespective of whether the licensing and usage provisions of the OSS permit their use, even if the aforementioned provisions would expressly permit the use in original, modified, derived and/or other form. In individual cases, the use of OSS may be permitted. This requires that the supplier (i) requests the use of the relevant OSS in writing to MOLDINO, (ii) provides MOLDINO with the associated license and usage terms, (iii) communicates the reasons (advantages/benefits) for OSS use in text form and (iv) MOLDINO consents in writing to the use of the relevant OSS for contract performance.

If OSS is used by the supplier without MOLDINO's prior written consent, this shall be deemed a material breach of contractual duty. If a contractual service of the supplier contains OSS not released by MOLDINO, this contractual service shall be considered as defective.

21. Data protection

The supplier undertakes to comply with all applicable legal provisions on data protection and data security, in particular the EU General Data Protection Regulation and the German Federal Data Protection Act (Bundesdatenschutzgesetz). The supplier shall continuously ensure compliance with data protection law and data security at a high level. The supplier is responsible for the lawful handling of the personal data provided to the supplier by MOLDINO for the provision of the contractual services. The supplier shall process all personal data made available to the supplier by MOLDINO exclusively for the purpose of fulfilling the obligations under the contract and only to the extent necessary for this purpose. The supplier shall treat the personal data strictly confidential and only store it for as long as it is mandatory by law or necessary for the fulfilment of the contract. The supplier shall ensure that all persons entrusted by the supplier with the processing of personal data are obliged to comply with the provisions of this clause 21. The instruction and obligation to maintain the confidentiality of personal data required by data protection law must be carried out at the latest before the commencement of the activity and repeated at regular intervals and proven to MOLDINO upon request.

22. Miscellaneous

The place of performance shall be the place to which the contractual items are to be delivered in accordance with the order, unless otherwise specified, the registered office of MOLDINO. The place of jurisdiction for any disputes arising from or in connection with the contract shall be the registered office of MOLDINO. However, each contracting party shall also be entitled to sue the other at its general place of jurisdiction.

The contract shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods. The most current version of these General Terms and Conditions of Purchase can be found at www.moldino.eu. The contract language is German. Any English version shall only serve for translational purpose.

Should any provision of these General Terms and Conditions prove to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remaining part of the affected provision shall not be affected thereby. In place of the invalid provision, the contracting parties undertake to agree on a legally permissible provision or course of action which corresponds to or comes as close as possible to the intended economic success.

MOLDINO Tool Engineering Europe GmbH

Itterpark 12 · 40724 Hilden · Germany · Telephone +49 (0) 21 03 – 24 82-0 · Fax +49 (0) 21 03 – 24 82-30

E-Mail info@moldino.eu · Internet www.moldino.eu