

General Terms and Conditions for Purchasing and Services

1. General/Definitions

1.1 These General Terms and Conditions ("GTC") apply instead of any other terms and conditions, in particular the Supplier's General Terms and Conditions of Purchase and Service. In the event of a conflict between these terms and conditions and those of the order or specific purchase contract, our GTC shall prevail.

1.2 Any deviating terms and conditions of the supplier shall only apply if and to the extent that they are expressly accepted in writing by the purchaser. In particular, the purchaser's silence regarding these deviating terms and conditions shall not be deemed to constitute recognition or consent.

1.3 The buyer is RWO GmbH, based in 28359 Bremen, Germany, Gerold-Janssen-Strasse 2.

2. Orders/Change Requests

2.1 Orders and their amendments must be in writing to be valid. Under certain circumstances, telephone orders or amendments can be placed before written orders. The supplier must confirm the order with an order confirmation to the buyer within 3 days in digital form, which contains the following mandatory fields: article number, quantity, price, discount, delivery date.

2.2 Orders are deemed to be accepted if the Supplier does not object to them in writing within 3 calendar days. The Buyer may change or cancel an order at any time by notifying the Supplier in writing. Apart from payment for goods already delivered, the Buyer is released from all other liabilities or obligations arising from the cancelled order.

2.3 The customer has the right to request changes to the delivery item and/or the service object even after the contract has been concluded.

3. Implementation of the contractual relationship

3.1 The supplier provides its services by its own name and for its own account as an independent contractor. The supplier is not authorized to represent the customer in a transaction. The supplier is not a representative of the customer.

3.2 When carrying out its activities, the supplier is not subject to the instructions of the customer and its employees. An employment relationship between the parties does not come into existence.

3.3 If documents are required for the use of the contractual service, the Supplier must hand them over to the Customer, even if this has not been expressly agreed.

3.4 The Supplier is obliged to insure and keep insured all personnel (employed during the implementation of this Agreement and whom the Supplier itself has employed in its name and on its own account) with an organization of primary and supplementary social insurance throughout the term of the Agreement. The Buyer is not in any way connected with the Supplier's personnel, is not obliged to pay any amount to any of the Supplier's workers and employees for any reason and for any reason, and the Supplier is obliged to immediately compensate the Buyer if the Buyer is obliged to pay any amount despite the provisions agreed above.

4. Delivery/transfer of risk/packaging material/acceptance of work

4.1 Unless otherwise agreed, the supplier's deliveries are deemed to be goods delivered to the agreed recipient, customs cleared (DDP Incoterms 2020), including packaging. The supplier agrees with the means of transport with the customer. The supplier must unload the delivery item at the delivery location and bring it to the delivery location.

4.2 The time of transfer of risk depends on the agreed delivery conditions and the Incoterms valid at the time the order is placed. Transport insurance is provided by us.

4.3 In the case of a delivery or service. If the quality of a delivery or service does not correspond to the contract, the supplier must notify the purchaser immediately in writing. This also applies if the delay in delivery and/or service is not the responsibility of the purchaser. Acceptance of a delayed delivery/service does not constitute a waiver of claims for damages.

4.4 The supplier must deliver the work on the agreed delivery date in accordance with the agreed requirements. If a delivery date has not been agreed, acceptance of the work shall be deemed to have taken place after completion and acceptance.

4.5 Upon delivery of the goods, the supplier must provide the documentation in German and English in the agreed quantity in paper form – or preferably in electronic form. If the documentation is incomplete, we reserve the right to withhold release of the invoice.

5. Invoices and Payments

5.1 Unless otherwise agreed in the orders, payments are to be made next after 90 calendar days from the end of the invoice month. The payment period begins as soon as the delivery or service has been fully provided (and, in the case of work, has been accepted by the customer) and the properly issued invoice has been received by the customer. An invoice is only deemed to have been properly issued if it states the customer's order number. The buyer reserves the right to suspend payments to the supplier until all conditions of the order have been met.

5.2 Payments do not constitute an acknowledgement by the Buyer that the delivery or service is in accordance with the contract.

5.3 The Purchaser shall pay the Supplier the agreed amount after proper performance of the Services within the prescribed period.

5.4 The agreed remuneration covers all services to be provided by the supplier and other related expenses, unless otherwise agreed.

5.5 Travel expenses will only be reimbursed if this has been agreed in writing. They will only be reimbursed after proper invoicing and submission of copies of the receipts. Deviations from this require the prior written consent of the customer.

6. Warranty

6.1 The warranty period of 24 months for production components begins with the delivery of the RWO system into which the components have been integrated into the end customer (or 36 months after the transfer of risk to the buyer). In all other cases, with the transfer of risk in the case of purchase contracts and the acceptance of the service in the case of work contracts or deliveries with assembly and/or installation.

6.2 In the event of defects, the supplier shall be liable for the duration of the warranty period and the purchaser shall have the right, at its discretion, to demand replacement delivery, remedy of defects or an appropriate price reduction and to demand compensation instead of performance.

6.3 In urgent cases (e.g. to avoid production interruptions), the Purchaser has the right to remedy the defects identified himself at the Supplier's expense without setting a deadline.

6.4 The Supplier shall bear the costs and risk of returning defective delivery items.

6.5 In the event of partial or subsequent performance, the Supplier shall bear all expenses necessary for the purpose of partial or subsequent performance, in particular transport, travel, labour and material costs as well as costs of dismantling and reinstallation.

6.6 The Supplier shall comply with the Inventory of Hazardous Materials (IHM) rules and regulations by providing the following forms prior to each transaction:

a) Supplier's declaration of conformity for the management of the material declaration.

b) Material declaration. The forms must meet the following requirements:

(b.i) MEPC.269(68)-2015, Guidelines for the development of IHM, Issue 3 of 15 May 2015.

(b.ii) SR CONF 45, Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships, 15 May 2009.

(b.iii) Regulation (EU) No 1257/2013 on ship recycling and amending Regulation (EC) No 1013/2006 and Directive 2009/16/EC, Edition 1 of 20.11.2013.

(b.iv) EMSA IHM Guidance, EMSA's Best Practice Guidance on the Inventory of Hazardous Materials, October 28, 2016

6.7 The supplier also guarantees that the delivery item conforms to the essential requirements and assessment procedures laid down in the European Community legislation for the delivery item. Proof of this must be certified in accordance with German product safety legislation or the EC Machinery Directive by a written EC declaration of conformity or manufacturer's declaration (depending on the type of application) in German or English and by the delivery item bearing the CE marking. The supplier must have a valid and current ship approval from an IACS member classification society and, if applicable, an IECEx certification for explosion protection.

7. Incoming goods inspection / non-fulfillment or defects / defects

7.1 The customer must inspect the deliveries immediately after receiving them to determine whether they correspond to the quantity and type ordered and whether there are any visible transport damage or visible defects. Obvious defects must be reported within 2 weeks of receipt of the delivery/service, and hidden defects must be reported immediately after they are discovered.

7.2 If a defective delivery results in a more stringent than usual inspection of incoming goods regarding defects, quality or deviations from the agreed condition being necessary, the supplier shall bear the costs incurred for this.

7.3 In the event of non-performance or defective performance and/or defective performance ("defect"), the supplier must, at the customer's discretion and at its own expense, either remedy the defect within a reasonable period or provide its services again free of defects. If the supplier does not remedy the defect within a reasonable grace period or does not provide the service again free of defects, the customer can withdraw from the contract or reduce the remuneration appropriately or remedy the defect or have it remedied at the supplier's expense and demand compensation instead of performance.

8. Intellectual Property Rights/Work Results

8.1 The supplier guarantees that the delivery items and services provided because of a contract are free from third-party rights. The supplier indemnifies the purchaser against third-party claims for infringement of property rights.

8.2 If the Purchaser or its customers are prohibited from manufacturing and/or delivering due to infringement of a property right, the Supplier shall compensate the Purchaser for any damage incurred.

8.3 The supplier must deliver all work results to be provided in accordance with the order to the customer. "Work results" are all results and findings, including protective results, that are achieved when the contractor and/or a third party commissioned by him provide the ordered services, in particular the works to be created, intermediate and/or by-product results, objects, concepts, graphics, sketches, reports, documents, software and their source code.

8.4 The customer also has the irrevocable, exclusive right, unlimited time, space and content, to use the work results himself or to have them used by third parties in any way, to reproduce them, to change them and to publish or exploit them in a form edited by him. All rights to the work result that the supplier grants and assigns to the customer within the framework of this contract and the rights resulting from them, including the protective rights that may be based on these rights, are included in the remuneration owed under the contract.

9. Business liability insurance and product liability insurance

The supplier undertakes to take out appropriate business liability insurance and product liability insurance for the duration of the contractual relationship and to maintain it for at least 5 years after the end of the contract.

10. Tools, molds, patterns, etc.

Samples, models, profiles, drawings, test specifications, standard data sheets, printing templates and gauges provided by the customer, as well as items manufactured according to these, may not be passed on to third parties or used for purposes other than those specified in the contract without the written consent of the customer. They must be protected from unauthorized inspection and use. Subject to further rights, the customer can demand their return, if the supplier violates these obligations.

11. Confidentiality, return of documents.

11.1 The supplier is obliged to keep the conclusion of the contract and the results of the contract, the business transactions as well as the know-how and experience in the provision of the services acquired from and through the customer or other information obtained in the context of the business relationship ("Information") secret from unauthorized third parties as long as and to the extent that this has not been lawfully made public, unless there is a legal or official obligation to disclose or the customer has given written consent for information to be passed on in individual cases. The supplier will use this information exclusively for the purposes required to provide the services. This obligation of confidentiality also applies beyond the termination of the contractual relationship for a period of 10 years.

11.2 The supplier undertakes to keep all property of the purchaser in its possession in such a way that it cannot fall into the hands of unauthorized third parties. All documents must be handed over to the purchaser at any time upon request, at the latest upon termination of the contractual relationship, or destroyed without being asked to do so. In the case of data that the purchaser transmits to the supplier, the purchaser also has the right to require the supplier to issue a cease-and-desist declaration with a contractual penalty clause in favor of the purchaser.

12. Foreign trade

The Supplier is obliged to inform the Purchaser in writing of any authorization requirements relating to the (re-)export of the Products under national, European, US export and customs regulations applicable to the contractual relationship, as well as export and customs regulations of the country of origin of the Products. For this purpose, the Supplier must provide the Purchaser with all necessary information. This includes in particular, but not exclusively: (i) all relevant export list numbers; (ii) the Export Control Classification Number (ECCN) of the US Commerce Control List if the Products fall within the scope of the US Export Control Administration Regulations; (iii) the customs tariff number according to the current goods classification of the foreign trade statistics and the HS Code (Harmonized System); (iv) the declaration of origin (non-preferential origin) of each product; (v) the Supplier's

declaration of preferential origin for suppliers from the European Union (at the Purchaser's request); (vi) preference certificates for non-European suppliers (at the Purchaser's request). At the request of the Purchaser, the Supplier is obliged to provide all other foreign trade data relating to the products to be delivered under the contract and their components in writing and to inform the Purchaser in writing of any changes to the above data immediately (before delivery of the products concerned).

By accepting our order, you confirm that you are acting in accordance with the EU-NO-RUSSIA-CLAUSE and will not supply us with any goods originating in Russia.

We would like to point out that RWO GmbH prohibits deliveries to Russia in accordance with Article 12g of EU Regulation 833/2014. If we become aware that you as a contractual partner are not complying with this, we are legally obliged to review the business partner relationship. We must also report this to the authority responsible, with the risk of your company being registered (blacklisted) in the EU.

13. Force Majeure

Force majeure, operational disruptions for which the Buyer is not responsible, unrest and other unavoidable events entitle the Buyer, without prejudice to his other rights, to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration (i.e. they last longer than 1 week) and the Buyer informs the Supplier of the event without delay. If one of the parties informs the other of the existence of force majeure, the Buyer is entitled to cancel the order and stop delivery of all goods not yet delivered, informing the Supplier of this in writing. Except for payment for goods already delivered, the Buyer is released from all other liabilities or obligations arising from the order thus cancelled.

14. Assignment

The supplier is only entitled to assign claims and other rights with the prior written consent of the customer.

15. Place of jurisdiction, applicable law

15.1 All disputes arising from this contract shall be settled exclusively by a competent court located in 28195 Bremen, Germany.

15.2 The contractual relationship is subject exclusively to German law, excluding the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16. Anti-Corruption and Bribery. Suppliers must conduct business ethically and avoid:

- **Prohibited Practices:** Suppliers must not engage in bribery, corruption, extortion, or embezzlement under any circumstances. This includes offering, promising, giving, or receiving anything of value to improperly influence decisions or secure an unfair advantage.
- **Transparency in Transactions:** All financial transactions and documentation must be transparent, accurate, and recorded appropriately to prevent fraudulent activities.
- **Conflict of Interest:** Suppliers must disclose any potential conflicts of interest that could compromise their objectivity or independence in conducting business.
- **Compliance with Laws:** Suppliers are required to adhere to all relevant anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, and other applicable local laws.
- **Reporting Mechanisms:** Suppliers should implement internal procedures for preventing and detecting corruption and bribery, including mechanisms for employees to report unethical behavior anonymously.
- **17. Human Rights and Labor Practices.** Suppliers shall uphold the highest standards of human rights and labor practices, including:
 - **Fair Treatment:** Ensuring employees are treated with respect and dignity, without harassment, discrimination, or abuse.
 - **No Forced or Child Labor:** Prohibiting the use of forced, bonded, or child labor in all operations, in compliance with the International Labour Organization (ILO) conventions.
 - **Fair Wages and Hours:** Complying with applicable wage laws, ensuring workers are paid promptly and fairly, and ensuring that working hours do not exceed the legal or industry standards.
 - **Freedom of Association and Collective Bargaining:** Respecting employees' rights to freely associate, join unions, and engage in collective bargaining without fear of retaliation.
 - **Safe and Inclusive Workplaces:** Promoting diversity and inclusion and ensuring a workplace free from any form of exploitation or unsafe conditions.
 - **Grievance Mechanisms:** Establishing accessible channels for employees to report concerns or violations of rights, ensuring these grievances are addressed in a timely and fair manner.