

General Terms and Conditions of Procurement of Model Group Germany

I. Scope of application

These General Terms and Conditions of Procurement only apply to entrepreneurs exercising their commercial or independent professional activity and to legal entities under public law and special funds under public law. They apply to all business transactions between Model GmbH, Model Kramp GmbH, Model Logistik GmbH and Model Sachsen Papier GmbH (hereinafter individually referred to as "**Model**") and the supplier, contractor or service provider (hereinafter referred to as "**Contractor**"), even if they are not separately agreed again in subsequent contracts. There is no joint and several liability between the individual Model companies named above. Conflicting, additional or deviating terms and conditions of the Contractor shall not become part of the contract unless Model would have expressly agreed to their validity in writing. These General Terms and Conditions of Procurement also apply if Model accepts a delivery or performance of the Contractor without reservation in the knowledge of its conflicting, additional or deviating terms and conditions. Conflicting, additional or deviating agreements to these General Terms and Conditions of Procurement, concluded between Model and the Contractor for the execution of the contract must be made in writing. This also applies to the waiver of the written form requirement.

1. Rights to which Model is entitled in accordance with statutory provisions or other individual agreements over and above these General Terms and Conditions of Procurement shall remain unaffected.

II. Conclusion of contract and contract amendments, performance of the contract

1. Offers and cost estimates of the Contractor are free of charge for Model. The same applies to (i) drafts, (ii) plans, (iii) samples and (iv) specimens. At Model's request, they are to be taken back by the Contractor immediately and at its own expense.

2. A purchase order or an order (hereinafter "**Order**") only becomes binding when the Order has been placed in writing by Model or, in the case of a verbal Order, has been duly confirmed in writing by the Contractor. An Order created with the aid of automatic equipment, that does not include a signature and name, is deemed to be in writing. Insofar as the Order contains obvious errors (e.g. spelling or calculation errors) or is incomplete, the Contractor must inform Model of this for the purpose of correction resp. completion before acceptance; otherwise, the contract shall be deemed not to have been concluded.

3. The Contractor must issue a written order confirmation without delay, at the latest one week after receipt of the Order, in which the price and delivery or performance time are expressly stated. Otherwise, Model is entitled to a right of withdrawal. Deviations in the Order confirmation from the Order are only deemed to have been agreed if they have been confirmed by Model in writing. The same applies to subsequent changes to the contract.

4. Order confirmations, dispatch notes, consignment notes, delivery slips, invoices and other correspondence of the Contractor must contain the Order data, in particular the Order number, Order date and Contractor number.

5. The silence from Model to offers, requests or other declarations by the Contractor shall only be deemed to constitute consent if this has been agreed in writing beforehand.

6. If it becomes apparent during the execution of a contract that deviations from the originally agreed specification or performance are necessary or expedient, the Contractor must inform Model in writing without delay and submit proposals for changes. Model will inform the Contractor whether and which changes the Contractor shall make to the original Order. Model is entitled to change the Order at any time. In such cases, the Contractor shall be granted a reasonable period of time to carry out the necessary changes. If the costs incurred by the Contractor for the execution of the contract change as a result of these changes, the contracting parties shall negotiate a corresponding adjustment of the price. If no agreement on a price adjustment is reached within eight weeks after the written request for negotiation, Model is entitled to

rescind the contract or, in the case of continuing obligations, to terminate the contract without observing a notice period. Model shall remunerate the performances/deliveries already provided up to the date of rescission or termination, provided they are proper and free of defects. There is no further obligation to pay remuneration. Further claims by the Contractor are excluded. The Contractor must hand over to Model the performances / deliveries already provided, including the contractually agreed documentation.

7. Model reserves all rights of ownership, copyrights and other property rights to all documents provided. Such documents may only be used for the execution of the Order and may not be made accessible to third parties without Model's prior written consent. The Contractor shall return all documents to Model immediately at Model's request if negotiations do not lead to a contract or if they are no longer required in the ordinary course of business, but at the latest upon termination of the contract. The same applies in particular to all drafts, samples, specimens and models provided by Model. The Contractor shall mark them as Model's property, store them carefully, insure them to an appropriate extent against damage of any kind and use them only for the purposes of the contract.

8. If the Contractor's financial circumstances deteriorate significantly (i) or if the filing for opening of insolvency or comparable proceedings against the Contractor's assets is rejected for lack of assets (ii), Model is entitled to rescind the contract in whole or in part.

III. Packaging, dispatch and transportation, delivery and acquisition of ownership

1. The Contractor must observe the regulations of Model for the shipping of the products, in particular the applicable transportation, packaging and delivery regulations. The delivery must be made in packaging suitable for the type of the products. In particular, the products must be packaged in such a way that transportation damage is avoided. Packaging materials are only to be used to the extent necessary for this purpose. The Contractor shall label the packaging in particular with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the Order data, in particular the Order number, Order date and Contractor number.

2. All deliveries must be accompanied by a delivery slip with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the Order data, in particular the Order number, Order date and Contractor number, in a single copy. If the delivery note is missing or incomplete, Model may reject the delivery. Model is not responsible for any consequences and expenses arising from this.

3. When delivering the products, the Contractor must additionally observe the Hazardous Substances Ordinance (GefStoffV), in particular to package and label the products concerned accordingly and to expressly refer to hazardous substances in the delivery slip.

4. Model must be notified immediately of the dispatch of the products.

5. The Contractor is obliged to take out transportation insurance that is appropriate in terms of type and amount and to provide written proof of this immediately at Model's request.

6. Deliveries can only be made on working days during normal business hours from Monday to Thursday from 7:00 am to 3:30 pm and on Fridays from 7:00 am to 11:00 am. The Contractor shall indemnify Model against all claims asserted by third parties due to deliveries outside of these times, unless the Contractor is not responsible for the delivery outside of normal business hours.

IV. Delivery and performance time

1. The deadlines and dates for deliveries and performances specified in the Order or otherwise agreed are binding. The deadlines shall run from receipt of the Order or from the date of the other agreement. The receipt of the delivery at the delivery address specified by Model shall be decisive for compliance with the delivery or performance time for deliveries. If

the production of a work or the provision of another performance has been agreed, the work or performance must have been produced or provided properly, in particular completely, within the deadline or by the agreed date. Model is not obliged to accept partial deliveries or partial performances.

2. If it becomes apparent to the Contractor that the delivery or performance time cannot be met, it must inform Model immediately in writing, stating the reasons and the expected duration of the delay.

3. If the day on which the delivery must be made at the latest can be determined on the basis of the contract, the Contractor shall be in default at the end of this day without the need for a warning from Model.

4. In the event of default by the Contractor, Model is entitled to demand a contractual penalty of 0.2 % of the net order value in relation to the (partial) delivery/performance affected by the default for each calendar day of the default, up to a maximum of 5 % of the net order value, unless the Contractor is not responsible for the default. If the Contractor has undertaken a procurement risk within the meaning of Section 276 of the German Civil Code ("BGB") pursuant to Clause VII. 1, the contractual penalty may also be asserted in the event of a non-culpable default in delivery. If Model accepts the delivery or performance, Model must reserve the contractual penalty at the latest with the final payment. Excluded from the contractual penalty are cases of force majeure. Further and other claims, in particular claims for damages, of Model remain unaffected, whereby the contractual penalty shall be deducted from the damage caused by default to be compensated by the Contractor. Model's claim for delivery or performance shall only be excluded if the Contractor pays damages instead of delivery or performance at Model's request. Acceptance of the delayed delivery or performance does not constitute a waiver by Model of claims for damages or the contractual penalty.

5. Delivery or provision of performance before the agreed delivery or performance date is only permitted with Model's prior written consent. Model is entitled to store products delivered early without written consent at the Contractor's expense or to return them at the Contractor's expense and risk, unless the early delivery is insignificant, or the Contractor is not responsible for the early delivery.

6. Model may, at any time, request that the goods be delivered at a reasonable later delivery date. The Contractor shall store the good between the original and the postponed delivery date at its own expense and risk. If the delivery date is postponed by more than two (2) weeks at Model's request, the parties shall reach an amicable solution regarding the storage costs.

7. Model's default of acceptance requires a prior reminder of the Contractor with a reasonable deadline of at least two (2) weeks.

V. Cross-border deliveries

1. In the case of cross-border deliveries, the Contractor shall, at its own expense and in due time, submit to the competent authorities all declarations and actions necessary for export from the country from which the products are imported into the Federal Republic of Germany and for import into the Federal Republic of Germany, in particular to procure the documents required for customs clearance.

2. The Contractor shall ensure that the products or parts of the products to be delivered by it are not subject to national or international export restrictions, in particular those under the Foreign Trade and Payments Act. If a product is subject to such an export restriction, the Contractor must obtain the necessary export licenses for worldwide export at its own expense.

VI. Prices and payment

1. The price stated in the Order or otherwise agreed is binding. The price shall cover all of the Contractor's performances. Unless otherwise agreed in writing, the price for deliveries shall be "free place of use" (frei Verwendungsstelle) and shall include in particular the costs for packaging, shipping (including shipping equipment), transportation and insurance to the

delivery address specified by Model as well as customs duties and other public charges. Insofar as the shipping and transportation costs are not included in the price in individual cases and the bearing of the shipping and transportation costs by Model has been agreed upon in writing, this shall only apply for the cheapest mode of shipping and transportation, even if faster transportation is required to meet the agreed delivery or performance time.

2. The statutory value added tax ("VAT") is included in the price, unless it is expressly designated as a net price.

3. If a VAT-exempt delivery or VAT-exempt performance comes into consideration, the Contractor must provide the necessary evidence, insofar as the evidence is attributable to its area of responsibility. For deliveries or performances within the European Union, the Contractor must provide its VAT ID number in writing without being requested to do so, provide evidence of its entrepreneurial status and co-operate in the accounting and documentary evidence of export.

4. Model shall receive a single copy of the Contractor's invoice. It may not be enclosed with the delivery but must be sent separately. Invoices without an Order number, Order date or Contractor number are not properly issued. They shall be deemed not to have been received for lack of processing capability.

5. Payment shall be made (1.) in the case of deliveries after acceptance of the products or in the case of performances after proper performance and acceptance (if such acceptance is provided for) and (2.) receipt of the invoice within 14 days with a 3 % discount, within 21 days with a 2 % discount or within 30 days net. Payments shall only be made to the Contractor and subject to invoice verification. Model is entitled to make payment also by check or bank transfer at its own discretion. In the event of incomplete or defective delivery or performance, Model is entitled in particular to withhold payments due without loss of discounts, cash discounts or similar price reductions, for as long as and to the extent that Model is still entitled to claims against the Contractor arising from incomplete or defective performance. In the event of early delivery of the products or early provision of performance, the payment period shall commence at the earliest upon expiry of the delivery or performance period or on the agreed delivery or performance date. Insofar as the Contractor is required to provide material tests, test reports, quality documents or other documents, the acceptance of the products shall only activate the payment period if the documents owed are also handed over to Model.

VII. Delivery and performance, transfer of risk and ownership, acceptance of deliveries and inspection of incoming goods

1. The Contractor shall bear the procurement risk for its deliveries and performances, unless otherwise agreed in the individual case (e.g. limitation to stock).

2. The Contractor shall bear the risk of accidental loss and accidental deterioration of the products until they are handed over to Model at the agreed place of delivery, even if shipment has been agreed. If, in addition to delivery, the Contractor is also obliged to install or assemble the products, the risk of accidental loss and accidental deterioration of the products shall not pass to Model until installation or assembly is complete. This also applies if Model has assumed certain services, such as transport costs.

3. If the parties have agreed acceptance in writing for deliveries, the risk of accidental loss and accidental deterioration of the products shall not pass to Model until acceptance, notwithstanding paragraph 2 above. The provisions of Clause VIII. of these General Terms and Conditions of Procurement shall apply accordingly and additionally in the event of an agreed acceptance, insofar as no provisions on acceptance are contained in this Section VII. of these General Terms and Conditions of Procurement.

4. In the case of deliveries, the products shall become the ownership of Model immediately and

unencumbered upon delivery or, in the case of an agreed acceptance, at the latest upon their acceptance. The Contractor warrants that it is authorized to resell and transfer ownership. Retentions of title by the Contractor shall only apply insofar as they relate to our payment obligation for the respective products to which the Contractor retains title. Extended or prolonged reservations of title or similar rights are excluded.

5. Upon receipt of the goods, an inspection of the goods by Model shall only take place with regard to obvious defects, i.e. transportation damage, deviations in identity and quantity of the delivery. In this respect, the Contractor waives the objection of late notification of defects (Section 377 of the German Commercial Code, "HGB"). Model shall notify the Contractor of obvious (recognized or recognizable) defects immediately after delivery of the products and of hidden defects immediately after their discovery. If installation or assembly of the products or acceptance has been agreed, the products shall only be deemed to have been delivered upon complete installation or assembly or acceptance. Notification shall be deemed to be immediate if it is made within two weeks of delivery in the case of obvious defects and within two weeks of discovery in the case of hidden defects. In the case of deliveries consisting of a large number of identical products, Model shall inspect a reasonable quantity of the delivered products for defects (random sample). If the products become unsaleable as a result of the inspection, the quantity to be inspected is reduced by an appropriate extent. If individual samples of a delivery are defective, Model may, at its own discretion, (i) demand the separation of the defective items by the Contractor at the Contractor's expense or (ii) assert claims for defects for the entire delivery in accordance with the law, insofar as there is a justified presumption that the entire delivery is affected. If, as a result of defects in the products, it becomes necessary to inspect the products beyond the usual scope of the incoming goods inspection, the Contractor shall bear the costs of this inspection. In the event of delay or loss of the notification, timely dispatch shall suffice.

VIII. Acceptance, transfer of risk and ownership for work performances

1. Work performances shall be accepted by Model within a reasonable period after their completion. This does not apply if acceptance is dispensable due to the nature of the work. Each party shall be entitled to demand formal acceptance. Formal acceptance shall take place in the presence of both parties, unless otherwise agreed.

The acceptance shall be documented in an acceptance report. This also applies to unsuccessful acceptance attempts. Costs incurred by Model due to unsuccessful acceptance attempts must be reimbursed to Model by the Contractor, unless the Contractor is not responsible for the unsuccessful acceptance attempt. Further claims by Model remain unaffected. The acceptance of partial performances is excluded unless Model has agreed to the acceptance of partial performances in writing in advance. If a defect is discovered during acceptance, Model is entitled to refuse acceptance. This also applies to insignificant defects. In the case of work performances, the risk of accidental loss and accidental deterioration is transferred to Model upon acceptance. Clause VII. 3. of these General Terms and Conditions of Procurement applies accordingly to the transfer of ownership for work performances, with the provision that ownership is transferred to Model at the latest upon acceptance.

IX. Warranty (Gewährleistung), claims for defects and guarantees (Garantien)

1. The Contractor warrants that the delivered products and work performances are free of material defects and defects of title at the time of transfer of risk, in particular that the products comply with the agreed specification and the approved samples and are suitable for the notified contractual purpose. Furthermore, the Contractor warrants that the products and work performances comply with the relevant legal provisions and regulations and guidelines of authorities, trade associations and professional associations as well as the relevant DIN standards.

2. If the delivered products are not marketable or must be disposed of properly by Model due to defects in accordance with the relevant legal provisions, Model is entitled to dispose of them at the Contractor's expense, unless the Contractor is not responsible for the defects.

3. In the event of defects in the products or work performances, Model shall be entitled, without prejudice to the statutory claims for defects, to demand as cure, at its own discretion, either the immediate rectification of the defects (for deliveries and work performances) or the delivery of products free of defects (for deliveries) resp. new production of the work (for work performances) by the Contractor as cure. The Contractor shall bear the expenses necessary for the purpose of cure. In the case of deliveries, this shall also apply if the products have been taken to a place other than the delivery address specified by Model after delivery.

4. The receipt of the products as well as their processing, the payment and subsequent commissioning of products or work performances of products not yet recognized and notified as defective or work performances not yet recognized as defective do not constitute approval of the delivery or the work performance and no waiver of claims for defects by Model.

5. The limitation period for Model's claims for defects is 36 months from the transfer of risk. In the case of deliveries, the limitation period begins with the delivery of the products, whereby the products are only delivered upon complete installation or assembly, provided that installation or assembly has been agreed upon. In the case of contracts for the delivery of goods (such as plant and machinery) for which commissioning or acceptance has been agreed, the limitation period is 36 months from successful commissioning or acceptance, unless otherwise agreed. In the case of work performances, the limitation period shall commence upon acceptance. If (1.) the defective products have been used for a building in accordance with their normal use and have caused its defectiveness (for deliveries) or (2.) it is a defect in relation to a building (for deliveries and work performances) or (3.) it is a defect in relation to a work, the success of which consists in the provision of planning and monitoring performances for a building (for work performances), the limitation period shall be five years. For defects notified by Model within the limitation period, claims for defects in deliveries shall become time-barred at the earliest six months after the complaint has been made, but not before the Contractor has properly fulfilled its obligations of cure.

6. The statutory provisions on the right of recourse of the seller pursuant to Sections 445a, 445b BGB and pursuant to Section 478 BGB, if a purchase of consumer goods takes place at the end of the supply chain, shall remain unaffected.

7. Further guarantees of the Contractor remain unaffected.

X. Inspection of production/audits

1. Without prejudice to the Contractor's liability for defects, Model has the right to inspect resp. have inspected the production of the agreed contractual products at the Contractor's premises at any time after prior notice during normal operating hours itself or by a third party bound to secrecy ("Audit"). Among other things, Model is entitled to inspect compliance with an appropriate quality management system and the proper execution of the production of the contractual products, to object to improper execution and to reject defective parts. The audit does not release the Contractor from the fulfillment of its obligations. The Contractor shall also ensure that its subcontractors grant access to their business premises if Model has a corresponding legitimate interest. Any auditing of the subcontractors shall be carried out by Model together with the Contractor.

2. The costs of the audit shall be borne by the Contractor if this reveals breaches by the Contractor of its contractual obligations resp. breaches by the third party. The Contractor's right to exonerate itself shall remain unaffected.

XI. Product liability

1. In the case of deliveries, the Contractor is obliged to indemnify Model against third-party claims arising from domestic and foreign product liability law, unless it is not responsible for the product defect according to product liability law principles. Further claims by Model remain unaffected. The obligation to indemnify also applies to third-party claims arising from producer's liability. In cases of fault-based liability, however, this only applies if the Contractor is at fault. If the cause of the damage lies within the Contractor's

area of responsibility, he must prove that he is not at fault.

2. Within the scope of this indemnification obligation, the Contractor must in particular also reimburse Model for such expenses arising from or in connection with a warning, replacement or recall action carried out by Model. As far as possible and reasonable, Model shall inform the Contractor of the content and scope of the measures to be carried out and give it the opportunity to comment. The Contractor shall support Model to the best of its ability in the measures to be carried out and take all reasonable measures ordered by Model.

3. For deliveries, the Contractor is obliged to conclude and maintain an extended product liability and recall insurance with worldwide coverage and a sum insured appropriate for products of at least €3 million per personal injury for each individual person, at least €5 million per property damage and at least €5 million for financial losses.

The Contractor hereby already assigns the claims from the extended product liability and recall insurance with all ancillary rights to Model. Model hereby already accepts this assignment. If an assignment is not permitted under the insurance contract, the Contractor hereby instructs the insurer to make any payment only to Model. Further claims by Model remain unaffected by this.

Upon request, the Contractor shall provide Model with evidence of the conclusion and existence of the extended product liability and recall insurance. The Contractor shall refrain from any action or omission that could endanger the insurance cover.

4. If the Contractor does not properly fulfil its obligation under paragraph 3, Model is entitled, but not obliged, to conclude an extended product liability and recall insurance at the Contractor's expense.

XII. Third-party property rights

1. The Contractor warrants that the delivery and use of its products does not infringe any domestic or foreign patents, utility models, licences or other property rights and copyrights of third parties. This does not apply if the products were developed by Model and the Contractor has produced the products according to Model's plans and the infringement of property rights was not recognizable to the Contractor.

2. If claims are asserted against Model or its customers by a third party due to the delivery and use of the products because of an infringement of such rights, the Contractor is obliged to indemnify Model against these claims. The obligation to indemnify relates to all expenses incurred by Model in connection with the claim. In particular, Model is entitled to obtain authorization to use the products from the third party at the Contractor's expense. The obligation to indemnify shall not apply if the Contractor is not responsible for the infringement of third-party property rights.

XIII. Force majeure

1. If Model is hindered by force majeure from fulfilling its contractual obligations, in particular from accepting the products or performances, Model shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being obliged to pay compensation to the Contractor. Further rights of Model remain unaffected. In particular, Model is entitled to rescind the contract in whole or in part if the force majeure events last longer than 60 days (see paragraph 2 below). Force majeure is an extraordinary, external event caused by elementary forces of nature or actions of third parties, which is unforeseeable according to human insight and experience and cannot be prevented or rendered harmless by economically acceptable means, even with the utmost care. This includes, but is not limited to, war or warlike conditions, natural catastrophes, epidemics or pandemics. The same applies if Model's fulfilment of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which Model is not responsible, in particular due to labour disputes, official measures, energy shortage or significant operational disruptions. Model may refuse to accept deliveries of the products if such circumstances hinder the sale of the products due to a drop in demand. This also applies if such circumstances occur at a time when Model is in default of acceptance.

2. Model is entitled to rescind or - in the case of continuing obligations - to terminate the contract if such an hindrance lasts for more than 60 days and Model no longer has any interest in the fulfilment of the contract as a result of the hindrance. At the Contractor's request, Model will declare after expiry of the period whether it will exercise its right of rescission or accept the products within a reasonable period.

XIV. Liability of Model

1. Model is liable without limitation for damages resulting from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence. Model is only liable for slight negligence if essential contractual obligations are breached which arise from the nature of the contract and which are of particular importance for achieving the purpose of the contract. In the event of (i) a slightly negligent breach of such obligations, (ii) delay and (iii) impossibility for which Model is at fault, Model's liability shall be limited to such damages as must typically be expected to occur under the contract. Mandatory statutory liability for product defects under the Product Liability Act ("ProdHaftG") remains unaffected.

2. Insofar as Model's liability is excluded or limited, this also applies to the personal liability of Model's employees, workers, staff, representatives and vicarious agents.

XV. Confidentiality

1. The parties are obliged to keep confidential all business secrets which become accessible to them for a period of five years from delivery or completion of the performance and, unless required for the business relationship, neither to record nor to pass on, utilize or exploit them. The obligation of confidentiality also applies to objects that embody business secrets. Business secret is all information that is designated as confidential or secret or is recognizable as a business secret in other circumstances, in particular technical information (e.g. drawings, product and development descriptions, methods, processes, formulas, techniques and inventions) and commercial information (e.g. price and financial data as well as sources of supply).

2. The confidentiality obligation shall not apply if the information was demonstrably (i) already lawfully known or (ii) generally known or generally accessible to the receiving party before its disclosure or (iii) becomes generally known or accessible without fault of the receiving party (iv) was already lawfully in the possession of the receiving party without any obligation of confidentiality before the receiving party received it from the disclosing party; (v) the receiving party has received it from a third party who is authorized to disclose this information without restriction. The receiving party bears the burden of proof.

3. The parties shall ensure by means of appropriate contractual agreements with the employees and authorized agents working for them, in particular their freelance employees and the contractors and service providers working for them, that they are also obliged to maintain appropriate confidentiality for a period of five years from delivery or completion of the performance.

XVI. Data protection

1. The parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR"), in the performance of the contract and to impose compliance with these provisions on their employees.

2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the fulfilment of the contract and shall protect them by means of security measures (art. 32 GDPR) that are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as its processing is no longer necessary. Any statutory retention obligations remain unaffected by this.

3. Should one party process personal data on behalf of the other party as part of the execution of the contract, the parties will conclude an agreement on order processing in accordance with art. 28 GDPR.

XVII. Compliance with laws / code of conduct / sustainability strategies

1. The Contractor is obliged to comply with the relevant statutory provisions in connection with the contractual relationship. This applies in particular to anti-corruption- and money laundering laws, as well as antitrust, labour and environmental protection regulations. It shall ensure that the statutory provisions and internationally accepted standards for the protection of the environment and the respect for human rights, in particular prohibitions of child and forced labour and discrimination, regulations on minimum wages and health and safety protection at the workplace and basic employee rights are observed in the value chain of the goods to be delivered to Model.

2. Model's Code of Conduct, valid for all business relationships with affiliated companies of the Model Group, defines the minimum standards that Contractors must respect and comply with in business transactions with companies of the Model Group. The Code of Conduct can be printed and saved under the following link (<https://www.modelgroup.com/de/en/about-us/company/code-of-conduct.html>). The Contractor undertakes to comply with these minimum standards set out in the Code of Conduct and to ensure compliance with them within the supply chain.

3. Upon request, the Contractor shall provide evidence of compliance with the above minimum standards.

4. Model is authorized to carry out audits at the Contractor in accordance with Clause X. (i) itself or (ii) by a third party designated by Model resp. to have such audits carried out in order to ensure the contractual obligations of the Contractor, in particular the obligations arising from this Clause XVII and the Code of Conduct.

5. In the event of serious breaches of the law by the Contractor and breaches of the provisions in this Clause XVII, Model reserves the right to rescind existing contracts or to terminate them without notice. Further claims of Model, in particular claims for damages, remain unaffected.

6. Environmental- and sustainability aspects are part of the Code of Conduct of the Model Group. The aforementioned paragraphs also apply with regard to the sustainability strategy of Model. This sustainability strategy can be accessed via the following link (<https://www.modelgroup.com/de/en/about-us/sustainability.html>).

7. Model asks its Contractors to contribute to the sustainability strategy in the sense of a holistic approach and always strive to optimize its products and/or performances in terms of sustainability.

8. The Contractor undertakes to ensure compliance with the elements of our sustainability strategy also within the supply chain. We expressly welcome participation in independent ESG ratings (environment, social affairs and governance).

XVIII. Final provisions

1. The Contractor is only authorized to transfer rights and obligations to third parties or to have an order or performance or essential parts of an order or performance carried out by third parties with prior written consent of Model.

2. Counterclaims of the Contractor shall only entitle him to set-off if they have been legally established or are undisputed. The Contractor may only assert a right of retention if its counterclaim is based on the same contractual relationship.

3. Suppliers and subcontractors of the Contractor shall be considered its vicarious agents. They must be notified to Model in writing immediately upon request.

4. The Contractor's legal relationships with Model shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws.

5. If the Contractor is a businessman within the meaning of the German Commercial Code, a legal entity under public law or a special public fund, the

exclusive place of jurisdiction for all disputes arising from the business relationship between the Contractor and Model shall be the registered office of Model. Model shall also be entitled to bring an action at the registered office of the Contractor as well as at any other admissible place of jurisdiction. Arbitration clauses are hereby objected.

6. In the case of deliveries, the place of fulfilment for the Contractor's delivery and cure obligations is the delivery address indicated by Model. In the case of performances, the place of fulfilment for the performance- and any cure obligations is the place of performance indicated by Model. Otherwise, the place of fulfilment for all performances of the Contractor and of Model is the registered office of Model, unless otherwise agreed in writing.

7. The contract language is German.

8. Should any provision of these General Terms and Conditions of Procurement be or become invalid or unenforceable in whole or in part or should there be a gap in these General Terms and Conditions of Procurement, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Procurement if the contracting parties had considered the matter from the beginning shall be deemed to have been agreed.

Bad Bentheim, October 2024