

GENERAL TERMS AND CONDITIONS OF PURCHASE

Groz-Beckert de Mexico, S.A. de C.V.

Contents

| | |
|--|---|
| Contents..... | 1 |
| § 1 Scope of application | 1 |
| § 2 Conclusion of contract | 1 |
| § 3 Subject of performance | 1 |
| § 4 Models, tools, drawings, sketches, logo..... | 2 |
| § 5 Supplier compliance, audit rights | 2 |
| § 6 Terms of payment..... | 3 |
| § 7 Prices, dispatch, packaging, delivery | 3 |
| § 8 Delivery and performance time | 3 |
| § 9 Retention of title..... | 4 |
| § 10 Acceptance | 4 |
| § 11 Warranty for defects, liability | 4 |
| § 12 Recourse against the Supplier | 6 |
| § 13 Rights of withdrawal in the event of force majeure | 6 |
| § 14 Property rights | 6 |
| § 15 CE declaration of conformity / manufacturer's declaration / certificate of origin / certificates / approvals | 7 |
| § 16 Confidentiality | 7 |
| § 17 Closing provisions, place of jurisdiction, applicable law..... | 7 |

§ 1 Scope of application

1. These General Terms and Conditions of Purchase apply to the procurement of goods, of work such as in particular installation, repair and maintenance operations, and of services.
2. The relationship of Groz-Beckert de Mexico, S.A. de C.V. ("GBM") with you, as a non-exclusive supplier (the "Supplier"), is governed exclusively by these General Terms and Conditions of Purchase. They also apply to all future transactions, as well as to all business contacts with the Supplier, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if no express reference is made to them once more.
3. GBM does not recognise any terms and conditions of the Supplier. The application of the Supplier's general terms and conditions is expressly rejected.
4. Earlier versions of GBM's terms and conditions of purchase are superseded by the present Terms and Conditions of Purchase.
5. The provision of the ordered goods and/or services as well as the settlement of the agreed remuneration constitute an acknowledgement and agreement of the application of these Terms and Conditions of Purchase.

§ 2 Conclusion of contract

1. GBM places its orders, amendments to orders and delivery call-offs in writing by remote data transmission, email or fax. In case of doubt, the content of verbal agreements and agreements made by telephone (discussions) will only be binding if it has been confirmed by GBM in writing. Each order, amendment of order as well as each delivery call-off must be confirmed by the Supplier in writing. If this confirmation is not sent within seven calendar days of receipt of our order or order amendment, or if our order is not accepted within a period of seven calendar days, GBM will no longer be bound by the order and will be entitled to withdraw from it, without any responsibility whatsoever. Delivery call-offs will become binding if the Supplier does not refuse them within seven calendar days of receipt. If, instead of an order from GBM, an offer is made to GBM by the Supplier or if the Supplier responds to one of GBM's orders with a delay or with a modified offer, the contract will only be concluded on the basis of GBM's order or amended order.
2. Any reference to business relations with GBM in advertising materials or reference documents, or the use of trademarks and identification marks to which GBM is entitled will require GBM's prior written consent.
3. Quotations or cost estimates submitted to GBM by the Supplier will be subject to GBM's acceptance. They must be prepared by the Supplier free of charge.

§ 3 Subject of performance

1. The Supplier is obliged to deliver or perform the goods and/or services ordered by GBM in accordance with the contractual agreements. Deviations will only be permissible with GBM's express consent in writing. The Supplier must ensure that the goods and/or services are supplied using suitable materials and comply with the generally recognised rules of technology, the statutory and official safety regulations and environmental protection regulations which constitute applicable law or which have already been adopted with a

transitional period and are certain to come into force, and in particular any and all relevant statutory regulations applied in Mexico. The Supplier is obliged to provide the required information to evidence its registration with the Registry for Specialized Services Providers or Specialized Work (*Registro de Prestadoras de Servicios Especializados u Obras Especializadas*), when the Supplier is providing services to GB and as applicable pursuant to the applicable law.

2. If GBM orders parts which the Supplier manufactures according to a drawing, sketch or model specified by GBM, the Supplier must, at GBM's request, submit a test report with the delivery of the goods or services, from which the product characteristics such as dimensions etc. can be derived.
3. If the Supplier makes changes in the type of composition of the processed material or in the design of its products or services compared to similar products or services previously provided to GBM, it will be obliged to inform GBM of this circumstance within 10 calendar days as of the date in which the change was implemented. Such modifications always require GBM's prior written consent.

§ 4 Models, tools, drawings, sketches, logo

If as part of the preparation of offers, orders or goods and/or services ordered to the Supplier, GBM provides the Supplier with information and documents, in particular models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets, print templates or other materials, these will remain the exclusive and only property of GBM. They are to be safeguarded by the Supplier with due care and diligence free of charge and separately from other items in its possession, marked as GB's property and used by the Supplier only for the provision of goods and/or services in favor of GBM. Models and tools made available to the Supplier are to be insured by the Supplier at its own expense against hazards such as fire, water, theft and loss. All information and documents are to be treated as confidential by the supplier in accordance with the provisions of §16 of these Terms and Conditions. The Supplier acknowledges and agrees that it will not acquire nor claim any right or interest in or in connection

with the above-mentioned information and documentation of GBM.

§ 5 Supplier compliance, audit rights

1. Express reference is made to our Code of Conduct for Suppliers, available at www.groz-beckert.com.
2. The Supplier undertakes to comply with such Code of Conduct for Suppliers and to impose it along the supply chain, in particular to make the declaration in respect of its own suppliers an essential part of the schedule of obligations.
3. Before engaging the Supplier for the first time and regularly thereafter, GBM will check that the Supplier complies with the requirements of GBM's Code of Conduct. For this purpose, GBM can, for example, obtain information from the Supplier, request the presentation of existing certificates from experts, certifications or internal audits, or review the Supplier's measures in consultation with the Supplier or have audits carried out by auditors to be named in individual cases. GBM has the right to check that such requirements are complied with by the Supplier in its business operations by means of spot checks, which must as a rule be notified in advance. The Supplier agrees to cooperate with the above-mentioned measures that could be implemented by GBM.
4. The supplier undertakes to comply with statutory regulations in connection with labor, social security and any other applicable laws in Mexico that regulate the relationship between the Supplier and its employees and to oblige its suppliers to do the same, including effective monitoring. At GBM's request, the Supplier must provide GBM with the relevant evidence without delay.

The Supplier acknowledges and agrees that it has the capacity, expertise, infrastructure, means and elements together with its own, necessary and sufficient economic and material resources to carry out the purpose of this document in a non-subordinated and independent basis, with care, efficiency and effectiveness.

The relationship between the Supplier and GBM under this document is commercial. The Supplier acknowledges that it is the sole

employer of each and every one of the employees, contractors and personnel involved in the development and fulfilment of this document, in such a way that it fully undertakes to release and will hold harmless GBM and its respective shareholders, employees, officers, agents or representatives regarding any labor, tax or social security lawsuit or claim that as a result of the commercial relationship between the parties could be brought against GBM and to reimburse all expenses related to such claims, including legal fees.

§ 6 Terms of payment

1. The payment periods will commence on the agreed delivery or performance date, at the earliest on the date of receipt of the goods or the date on which performance has been completed, acceptance of the goods or services - insofar as this has been agreed or is provided for by law - and correct invoicing. If the issue of further certifications or material inspection certificates has been agreed, the payment periods will not commence before receipt of these documents. Such documents will form an integral part of the delivery and must be submitted no later than five calendar days after receipt of the goods or invoice. All the invoices issued by the Supplier must comply with the applicable tax laws in Mexico.
2. Payment will be made within 30 calendar days after the receipt of the goods and the receipt of the corresponding invoice in compliance with the applicable tax law in Mexico. If the supplied goods or services contain defects or defects are discovered within this period, GBM will have a right of retention and the Supplier's payment claim will not be due until final rectification of the defect, or until a defect-free replacement delivery has been made. In this case, GBM will also be entitled to deduct a discount of 3% .
3. GBM will be entitled to make payments with means of payment of GBM's choice by cash, bank transfer, check or discountable bill of exchange, with discount charges and taxes to be borne by the Supplier.
4. Settlement of an invoice will not be regarded as a waiver of claims for defects. In the event of defective delivery, GBM will have the right to withhold payment on a proportional basis until proper performance has been effected.

5. Set-off by the Supplier will only be permissible if its counterclaim is due, undisputed or has been finally established by a court of law. This also applies to rights of retention.

§ 7 Prices, dispatch, packaging, delivery

1. Unless otherwise agreed, the agreed prices are always fixed prices and include packaging and shipping costs. If no prices are stated in the order, the Supplier's list prices with the customary deductions will apply. If the Supplier reduces the prices for the ordered goods prior to delivery, the reduced prices will apply. Unless otherwise agreed in the corresponding contract, goods are always to be shipped DAP (Delivered at Place) to the destination named in the order (Incoterms 2020). Packaging costs are to be borne by the Supplier. The Supplier shall carry out the customs clearance of the ordered goods at its own cost and complying with both tariff and non-tariff applicable regulations and restrictions.
2. A single delivery note and invoice are to be issued for each delivery and the invoice is to be sent electronically to invoice.gbm@groz-beckert.com. The documents must correspond word for word with the designations used in our order and contain the following information:
 - Date, No. and reference of the order
 - Contents of the shipment
 - Status of the order
 - VAT ID No. of the supplier.

§ 8 Delivery and performance time

1. Agreed dates and deadlines are binding. The receipt of the goods or the performance of the service or, in the case of work services, acceptance by GBM will be decisive for compliance with the delivery date or the performance period. The Supplier undertakes to notify GBM immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery or performance time cannot be met. Such notification does not release the Supplier from its liability for delay.
2. The Supplier may only invoke the lack of necessary documents or information to be provided by GBM or materials to be provided by GBM as an obstacle to performance if it has sent us a written reminder for the provision of the documents, information or materials and has not received them - insofar as GBM has a duty to

provide them - within a reasonable period of time.

3. Premature deliveries will have no influence on the agreed date for payment. Partial deliveries will only be accepted after express written agreement. The remaining delivery must be listed in the delivery documents. If partial deliveries have not been agreed, the agreed date for payment will be calculated from the date of the complete delivery at the earliest.
4. The Supplier will be in default of delivery even without the issue of a reminder by GBM as soon as the delivery date agreed as binding in each case is exceeded.
5. If a contractual penalty has been agreed and incurred for non-compliance with dates and deadlines, GBM may claim this until the final payment has been made and set it off against such payment. The contractual penalty will be set off against the damage caused by the delay.
6. If the delay in delivery is due to the fault of the Supplier, the supplier will be liable without limitation for any damage incurred by GBM as a result of the delay.
7. Acceptance of a delivery does not imply a waiver of claims for damages arising from a delay in delivery.

§ 9 Retention of title

1. Any processing, mixing or combination (further processing) by the Supplier of items provided by GBM will be carried out on GBM's behalf. The same applies in the case of further processing by GBM of the goods supplied, so that GBM will be deemed to be the manufacturer and acquire sole ownership of the product at the latest with the further processing in accordance with the applicable statutory provisions.
2. The transfer of ownership of the goods to GBM must be unconditional and without regard to the payment of the price. However, if in individual cases GBM accepts an offer from the Supplier for transfer of ownership conditional on payment of the purchase price, the Supplier's retention of title will expire at the latest upon payment of the purchase price for the supplied goods. GBM remains authorised to resell the goods in the ordinary course of business even before payment of the purchase price with advance assignment of the claim arising therefrom (or alternatively application of the simple retention of title extended to the resale). As applicable, this

excludes all other forms of retention of title by Supplier, in particular extended retention of title, transferred retention of title and the retention of title extended to further processing.

§ 10 Acceptance

1. In the case of work services requiring acceptance and in cases where we have agreed acceptance with the Supplier, the following will apply: Acceptance will take place after completion of the overall performance. Acceptance can only take the form of formal written acceptance. The Supplier must request acceptance from GBM. GBM will be obliged to accept the goods insofar as the prerequisites for acceptance are fulfilled, according to this document.
2. Acceptance cannot be refused due to insignificant defects. If GBM does not declare acceptance within a reasonable time, the Supplier may set a reasonable deadline for the declaration which will never be less than 10 calendar days. The relevant result will be deemed to have been accepted upon expiry of the deadline if GBM neither declares acceptance in writing by the set deadline nor explains to the Supplier in writing what defects still need to be remedied. However, this legal consequence will only occur if the Supplier has informed GBM, together with the setting of the deadline, of the consequences of an acceptance which has not been declared or which has been refused without stating any defects. Such information must be provided in writing.

§ 11 Warranty for defects, liability

1. GBM accepts supplied goods subject to an inspection to ensure that they are free from defects. If GB sends a notice of defects within 14 calendar days of receipt of the delivery by GBM, GBM will fulfil its obligation to inspect and give notice of defects with regard to obvious defects in the goods and/or services. GBM's obligation to inspect is limited to defects which are obvious during our incoming goods inspection by means of external examination on the basis of the delivery documents (e.g. transport damage, incorrect and short delivery) or which are recognisable during our quality control by means of random sampling. If GBM has concluded an agreement with the Supplier on an outgoing goods inspection (e.g. a quality assurance agreement or similar agreements on outgoing goods inspections to be carried out by the

supplier), which includes in particular an inspection of functionality as well as any other agreed characteristics, GBM's obligation to inspect will be limited to defects which become apparent during our incoming goods inspection by means of an external inspection of the goods and the delivery documents. If an inspection of the delivery within the period of 14 calendar days is not feasible in the ordinary course of business, GBM will notify the Supplier of obvious defects immediately after the inspection and identification of the defect. In this respect the Supplier waives the objection of delayed notification of defects. Notwithstanding GBM's duty to examine, GBM's complaint (notice of defect) will be regarded as prompt and timely if it is sent within 14 calendar days of the discovery of the defect or, in the case of obvious defects, of the actual delivery. Therefore, the Supplier expressly consents to extend the statute of limitations established in Article 383 of the Mexican Commercial Code for claiming defects of quality or hidden defects (*vicios ocultos*), under the conditions described herein.

2. If the Supplier's goods and/or services contain defects of quality, hidden defects (*vicios ocultos*) or if there is a breach of obligations by the Supplier, GBM will be entitled to assert any and all corresponding statutory claims for such defects (including but not limited to warranty and liability claims).
3. If GBM is entitled to a statutory claim for subsequent performance, the Supplier must, at GBM's discretion, either remedy the defect or deliver goods free of defects. Additional costs arising from the fact that GBM has moved the defective goods to another location after delivery will be borne by the Supplier if this transfer corresponds to the intended use of the goods.
 - 3.1. If the incoming goods inspection is carried out by sampling as agreed, GBM will be entitled to make claims for subsequent performance with regard to the entire delivery if the required quality standard is not achieved.
 - 3.2. If the supplementary performance fails or if the Supplier refuses the selected type of supplementary performance, GBM may terminate, without any liability, the concluded contract, reduce the claim for remuneration existing against GBM or, if the Supplier fails to prove that it was not at fault for the defects, claim damages instead of performance. The same will

apply if subsequent performance by the Supplier is unreasonable, at the sole discretion of GBM. This will in particular be the case if the Supplier does not immediately comply with its obligation to remedy the defect despite being requested to do so and acute dangers or major damage are threatened. In these cases, GBM will also be entitled to have the remedial work carried out by GBM or by third parties at the Supplier's sole expense. This will apply in particular if major damage - in particular claims on the part of our customer due to default - can only be avoided by having the defect remedied by GBM or by third parties commissioned by GBM. GBM will inform the Supplier of this. This will not affect any further legal claims from GBM - such as claims for reimbursement of expenses.

- 3.3. The course of the statutory limitation periods will be suspended for the duration of the Supplier's attempts at subsequent performance. The suspension of the limitation periods begins at the time of our written notification of defects. The suspension of the limitation period will only end at the time when the goods supplied can be used without defects. For parts newly delivered during the limitation period within the scope of the warranty for defects, the limitation period will begin anew at the time when the Supplier has completely fulfilled GBM's claims for a new delivery.
4. For warranty claims, including claims for damages due to defects, the statutory limitation period applies from the start of the statutory limitation, unless otherwise agreed between the parties in the individual contract.
5. If a material defect becomes apparent in a delivery of goods within six months of the transfer of risk, it will be assumed that the goods were already defective at the time of the transfer of risk, unless this assumption is incompatible with the nature of the goods or the defect.
6. If the Supplier's goods and/or services received by GBM are defective in title, the Supplier must indemnify GBM against possible claims by third parties, unless the Supplier is not responsible for the defect in title.
7. GBM's approval of drawings, calculations or other technical documents provided by the Supplier will not affect the Supplier's responsibility for defects and the liability for warranty obligations assumed by the Supplier.
8. The Supplier will in principle be liable to GBM without limitation for compensation in the event

of culpable breach of duty, irrespective of whether direct or indirect damage, financial loss or other damage claims are asserted. In addition, the Supplier will be liable in accordance with product liability law, insofar as its prerequisites are fulfilled.

§ 12 Recourse against the Supplier

1. GBM will be entitled to its statutory rights of recourse within a supply chain without restriction in addition to the claims for defects. In particular, GBM will have the right to demand exactly the type of subsequent performance (repair or replacement) from the Supplier that GBM owes to its customer in the individual case.
2. Before GBM acknowledges or fulfils a claim for defects asserted by a customer, GBM will notify the Supplier and request a written statement, briefly explaining the facts. If a detailed answer is not received within 5 calendar days and if no amicable solution is reached, the claim for defects actually granted by GBM shall be deemed to be owed to our customer. In this case, it will be up to the Supplier to prove the contrary.
3. GBM's claims will also apply if the defective goods have been further processed by GBM or another company, e.g. by incorporation into another product.
4. If a claim is made against GBM for violation of domestic or foreign or official safety regulations or product liability rules or for a defect in GBM's products which is attributable to the Supplier's goods or services, we may demand compensation from the Supplier for the damage caused by its products and indemnification against corresponding claims by third parties. In cases of infringement-based liability, however, this will only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's sphere of responsibility, the Supplier will bear the burden of proof in this respect.
5. The costs to be reimbursed will also include the costs of any necessary recall action, as well as the cost of any legal action. The Supplier will be informed about the content and scope of the recall action to be carried out.

The Supplier undertakes to take out a producer's liability insurance policy (or any other equivalent policy) for its obligations arising from its liability as a producer of the supplied goods, with such

insurance also covering recall costs in particular. With regard to the amount of the covered damages, a sum appropriate to the risk in the specific case must be agreed, unless a specific minimum sum of coverage has been contractually agreed between the parties. At GBM's request, the Supplier will be obliged to provide evidence of sufficient insurance cover by submitting suitable documents.

§ 13 Rights of withdrawal in the event of force majeure

If, due to events of force majeure, labour disputes, operational disruptions through no fault of GBM, riots, official measures or other unavoidable events occurring after the conclusion of the contract, the demand for the ordered goods is significantly reduced through no fault of GBM, GBM may terminate the contract, without any liability, in whole or in part or require performance at a later date, without the Supplier being entitled to any claims against GBM as a result, insofar as the events referred to are of considerable duration.

§ 14 Property rights

1. The Supplier is liable for ensuring that no third-party rights are infringed in connection with its goods and/or services, unless it is not responsible for the infringement.
2. If claims are asserted against GBM by a third party due to alleged infringement of domestic property rights or property rights enjoying protection in Mexico or in any other jurisdiction, such as in the country of destination of the goods or services, the Supplier will be obliged to indemnify GBM against these claims, unless it is not responsible for the infringement of property rights. The obligation to indemnify GBM covers all costs that necessarily arise from or in connection with the claim by a third party.
3. If the Supplier already owns industrial property rights to the ordered goods or services or to processes for their manufacture, these must be notified to GBM on request, stating the relevant registration number, and GBM is to be granted a temporally unlimited, free, non-exclusive right of use to the extent that this is necessary to achieve the contractually agreed purpose.

§ 15 CE declaration of conformity / manufacturer's declaration / certificate of origin / certificates / approvals

1. The Supplier's goods must comply with all regulations, directives and standards relating to the goods in question and must be supplied with the prescribed certificates and approvals. If a manufacturer's declaration or a declaration of conformity (CE) is required for the goods, the Supplier must prepare these and make them available to GBM immediately at its own expense.
2. The supplied goods must not be subject to any export or boycott restrictions. If the supplied goods are to be shipped abroad by GBM, the Supplier must provide GBM any necessary documents for such shipment upon request.
3. If parts of the goods and services are subject to authorisation according to the applicable law, the Supplier must inform GBM of this separately or in the order confirmation.
4. The Supplier undertakes to enclose a certificate of origin with each delivery, as applicable.

§ 16 Confidentiality

1. During the term of this contract, the Supplier undertakes to keep secret all information and documents to which it has access in connection with the contract and not to record or forward them to third parties or exploit them in any way, unless this has been expressly approved in writing in advance by GBM or is necessary to achieve the purpose of the contract.
2. Excluded from this is any information,
 - which was already known to the Supplier before the start of the contractual negotiations or which is disclosed by third parties as non-confidential, provided that such third parties are not themselves in breach of confidentiality obligations,
 - which the Supplier has in each case developed independently of GBM,
 - which is or becomes publicly known through no fault or action of the Supplier, or
 - which must be disclosed due to legal obligations or official or judicial orders.

In the latter case, the Supplier must inform GB in writing immediately before disclosure. This is without prejudice to further legal obligations regarding confidentiality.
3. The Supplier undertakes to protect GBM's trade secrets from the inspection of third parties by means of secrecy measures which are

reasonable under the circumstances and which correspond at least to the level of care customary in the trade and to the level of protection which the Supplier applies to its own trade secrets of the same category.

§ 17 Closing provisions, place of jurisdiction, applicable law

1. Any dispute that may arise or is related to this general terms and conditions, will be submitted to the jurisdiction of the courts of Mexico City, Mexico, waiving any other jurisdiction that may correspond to the parties hereof by virtue of their current or future domiciles, or for any other reason whatsoever.
2. If any provision in these Terms and Conditions of Purchase or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions or agreements will not be affected.
3. The contractual and other legal relationships with the Supplier are governed by Mexican law.

Valid from: May 2023

Acceptance and acknowledgment of the above

NAME OF THE SUPPLIER
NAME OF THE REPRESENTATIVE
 Legal Representative