

General Terms and Conditions of Purchase of EMH metering GmbH & Co. KG for the procurement of goods (GTCP)

Section 1 Scope of application

1. These General Terms and Conditions of Purchase ("GTCP") shall apply exclusively to companies within the meaning of section 14 of the German Civil Code (BGB), legal entities under public law or funds under public law within the meaning of section 310 (1) BGB. Any deviating, conflicting or supplementary General Terms and Conditions of Business of the Seller shall only become part of the Agreement if and to the extent that we explicitly agreed to their validity. This consent requirement applies in all cases, e.g. even if we are aware of the Seller's General Terms and Conditions of Business and accept its deliveries without expressing any reservations.

2. The GTCP apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers (sections 433, 650 BGB). Unless otherwise agreed, the GTCP in the version valid at the time of the Buyer's order or, in any case, in the version last notified to the latter in written or electronic form (*Textform*) shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

3. Individual agreements made with the Seller (including side agreements, supplements and amendments) shall take precedence over these GTCP. Subject to proof to the contrary, the content of such agreements shall be governed by a contract in written or electronic form or our confirmation in written or electronic form.

4. Any legally relevant representations and notices to be made to us by the Seller after conclusion of a contract (incl. deadlines, payment reminders, declaration of rescission) must be made in written or electronic form to be effective.

5. If we make these agreements available in other languages, the German version shall remain authoritative.

Section 2 Conclusion of the Agreement

1. Offers, orders, agreements and changes are only binding if they are issued or confirmed by us in written or electronic form. The Seller must draw our attention to any obvious errors (e.g. spelling mistakes and calculation errors) and any aspects of the order, including the order documents, that are incomplete so that they can be corrected/completed before the Seller accepts our order; otherwise, the Agreement shall be deemed not to have been concluded.

2. Offers, consultations, drafts as well as samples shall be provided by the Seller free of charge.

3. The Seller is required to confirm our order in written or electronic form within a period of 4 working days or to execute it without reservation by dispatching the Goods (acceptance). Delayed acceptance shall be deemed to constitute a new offer that has to be accepted by us.

4. These GTCP shall also apply as a framework agreement for further deliveries of the Seller, unless the Parties agree otherwise.

Section 3 Prices

1. The agreed prices are binding. All prices include statutory value added tax if this is not shown separately.

2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Seller, as well as all ancillary costs (e.g. proper packaging, transportation costs, including any transport and liability insurance).

Section 4 Reservation of Title

1. Insofar as we provide items to the Seller, we reserve title to these items. Any processing, mixing or combination (further processing), by the Seller, of items we have provided shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered goods by us, meaning that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. Insofar as security rights to which we are entitled under this sub-section exceed the purchase price of all our Goods subject to retention of title that have not yet been paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the request of the Seller.

2. Transfer of title in respect of the Goods to us shall be unconditional and irrespective of payment of the price. If, however, we accept an offer by the Seller in a specific case to transfer title conditional on payment of the purchase price, any retention of title by the Seller shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain 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 (alternatively, the simple retention of title extended to resale shall apply). This means that all other forms of retention of title, in particular extended retention of title, transferred retention of title and the retention of title extended to further processing are always excluded.

Section 5 Proof of origin, evidence under VAT law, export restrictions, compliance with EU sanctions

1. The Seller shall provide any proof of origin requested by us including all of the necessary details and duly signed without delay. The same applies to proof of foreign and intra-Community deliveries for VAT purposes.

2. The Seller shall inform us without delay if a delivery is subject to export restrictions under German or any other law, be it in full or in part.

3. The Seller is obliged to ensure that no individuals, associations or companies on an EU sanctions list are directly or indirectly involved in the delivery or related services. The Seller is responsible for ensuring this by performing regular checks against the sanctions lists where appropriate.

Section 6 Delivery time and delay in delivery

1. The delivery period stated in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 3 weeks from the conclusion of the Agreement. If the Seller can foresee that the agreed delivery time cannot be met, it must inform us immediately. The obligation to meet the agreed deadlines remains unaffected.

2. In the event of delay on the part of the Seller, we have the right, after a reasonable grace period set by us has expired to no

avail, to have the delivery not yet made by the Seller made by a third party at the Seller's expense or to rescind the Agreement.

3. A contractual penalty of 0.2% per working day, up to a maximum of 5% of the value of the Goods, shall be levied for each culpable delay in delivery. We reserve the right to prove that more substantial damages have been incurred. The Seller reserves the right to prove that no damage at all or only significantly less damage has been incurred.

Section 7 Performance, delivery, transfer of risk, delay in acceptance

1. The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to inventories).

2. Delivery is "free domicile" within Germany to the location specified in the order. If the destination is not specified and nothing has been agreed to the contrary, delivery shall be made to our place of business in *19258 Gallin*. The relevant destination is also the place of performance for the delivery and any subsequent performance (debt to be discharged at creditor's domicile).

3. The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (item number and quantity) and our order identifier (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment arising as a result.

4. The risk of accidental loss of or accidental damage to the Goods passes to us upon handover at the place of performance. Insofar as formal acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services (*Werkverträge*) shall also apply accordingly in the event of formal acceptance. If we are responsible for a delay in acceptance, this shall be deemed equivalent to handover/formal acceptance.

5. The statutory provisions shall apply in the event of a delay in acceptance. The Seller must, however, also expressly offer us its performance if a defined or definable calendar period has been agreed for an action or cooperation on our part (e.g. provision of material). If we are responsible for a delay in acceptance, the Seller is entitled demand compensation for its additional expenses in accordance with the statutory provisions (section 304 BGB). If the Agreement relates to a non-fungible item to be manufactured by the Seller (custom-built item), the Seller shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

6. Without our prior written consent, the Seller is not entitled to have the performance owed by it rendered by third parties (e.g. subcontractors). The Seller shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to inventories).

7. Incoterms 2020 shall apply with the following proviso, unless otherwise agreed: *Incoterms® 2020, DDP, 19258 Gallin*

Section 8 Quality, REACH and RoHS conformity, manufacturer's liability and third-party property rights

1. The delivery must meet the agreed specifications and comply with the relevant laws, regulations, directives and standards concerning technical safety, occupational health and safety, the minimum wage, environmental protection, fire protection and human rights in supply chains. The Seller must observe the principles laid down in the ZVEI Code of Conduct and in our Supplier Code;

these documents can be found on the Internet at www.emh-metering.com where they are available for download.

2. REACH conformity and information requirements/RoHS Directive

a) The Seller is obliged to comply with the REACH Regulation (Regulation EC No 1907/2006) for all deliveries of Goods to us. In particular, it warrants that the delivered Goods/products and their packaging do not contain any substances identified by the Regulation as being of very high concern (SVHC substances) from the current candidate list (available at www.echa.europa.eu/candidate-list-table) in a quantity exceeding 0.1% by mass.

b) The Seller is obliged to register all substances delivered to us itself or to have them registered by upstream suppliers, insofar as corresponding registration obligations apply according to REACH. We shall be provided with written evidence of any registration made by the Seller or its upstream suppliers upon request. The Seller shall, to the extent provided for under the REACH Regulation, transmit or forward information and documentation to us within the time periods set out in REACH.

c) If SVHC substances are contained in the products delivered to us, we must be informed accordingly in writing before delivery, stating the substance and the identification number (e.g. CAS) and a current safety data sheet for the product to be delivered, without the Seller having to be requested to do so. The delivery of these products requires separate approval by us.

d) The Seller shall also comply in full with other environmental requirements under German and European law, including EU Directive 2011/65/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS Directive") and the German Electrical and Electronic Equipment Act (*Elektrogesetz*). Electrical and electronic equipment in every equipment category, as well as components for such equipment, must comply with the substance bans set out in EU Directive 2011/65/EC and the laws, regulations, decisions and other provisions issued for the implementation of this Directive.

e) The aforementioned obligations, with the exception of the registration obligations, apply accordingly if the Seller is domiciled in a non-EU country.

f) The Seller is obliged to inform us immediately as soon as it becomes apparent that information provided to us does not comply with the applicable statutory provisions.

3. The Seller shall ensure that the quality of the products to be delivered to us is consistently in line with the state of the art and shall notify us of any options for improvement and technical modifications.

4. Insofar as the Seller is responsible for product damage, it is obliged to indemnify us against third-party claims to the extent that the reason lies within its organisation and sphere of control and as it is liable itself vis-à-vis third parties. This shall not affect our right to assert further-reaching claims.

5. Within the context of its aforementioned indemnification obligation, the Seller shall reimburse us for expenses, pursuant to sections 683, 670 BGB, arising from or in connection with a third-party claim, including recall actions implemented by us. We shall inform the Seller of the content and scope of any recall measures to insofar as is possible and reasonable, and shall give it the opportunity to comment. This shall not affect our right to assert any further-reaching statutory claims.

6. Unless otherwise agreed, the Seller shall take out and maintain general and product liability insurance with a lump sum insured of at least EUR 10 million per incidence of bodily injury/physical loss or damage; if we are entitled to assert further-reaching claims, these shall remain unaffected.

7. The Seller warrants that no third-party rights are infringed in connection with its delivery. If a claim is asserted against us by a third party on the basis of such an infringement, the Seller shall indemnify us against such claims. In cases involving claims for damages asserted by the third party, the Seller reserves the right to prove that it was not at fault for the infringement of the third party's rights. We shall not enter into any agreements with the third party - without the Seller's consent - to the detriment of the Seller. The Seller is also obliged to compensate us for all expenses necessarily incurred by us due to, or in connection with, the assertion of a claim by a third party.

Section 9 Claims based on defects, supply of spare parts, supplier recourse, indemnification and limitation period

1. The statutory provisions shall apply to our rights in the event of material defects and defects of title in relation to the Goods (including incorrect and short delivery as well as improper assembly, defective assembly, operating or usage instructions) and in the event of other breaches of duty by the Seller, unless otherwise stipulated below.

2. In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the Goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the Agreement in question, or have been included in the Agreement in the same way as these GTCP, shall be deemed to constitute an agreement on quality. It makes no difference whether the product description comes from us, the seller or the manufacturer.

3. By way of derogation from section 442 (1) sentence 2 BGB, we shall be entitled to claims based on defects subject to no restrictions even if the defect remained unknown to us at the time the Agreement was concluded due to gross negligence.

4. The statutory provisions (sections 377, 381 HGB) shall apply to the commercial duty to examine and give notice of defects, subject to the following proviso: Our duty to examine is limited to defects which become apparent during our incoming goods inspection, based on an external examination, including the delivery documents (e.g. damage caused during transportation, wrong and short delivery), or which can be identified during our quality controls carried out using spot checks. Insofar as formal acceptance has been agreed, there shall be no duty to examine. Moreover, the extent to which an examination is feasible in the ordinary course of business, taking into account the circumstances of the individual case, is also decisive. Our obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 5 working days of discovery or, in the case of obvious defects, of delivery.

5. Subsequent performance shall also include the removal of the defective Goods and their re-installation, provided that the Goods have been installed in another item in accordance with their intended purpose. The costs incurred by the Seller for the purpose of inspection and subsequent performance (including any removal and installation costs) shall be borne by the Seller even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for defects to

be remedied shall remain unaffected; in this respect, however, we shall only be liable if we recognised, or failed to recognise in a manner that constitutes gross negligence, that the Goods were not defective.

6. If the Seller fails to fulfil its subsequent performance obligation – at our discretion by remedying the defect (rectification) or by delivering a defect-free item (replacement) – within a reasonable period of time set by us, we are entitled to remedy the defect ourselves and demand reimbursement of the expenses required for this purpose or a corresponding advance payment from the Seller. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Seller of such circumstances without delay, if possible in advance.

7. Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to rescind the Agreement in accordance with the statutory provisions. We are also entitled to compensation for damages and expenses in accordance with the statutory provisions.

8. The Seller shall ensure the supply of spare parts for a period of 10 years. Any product discontinuations must be announced at least 1 year before the actual discontinuation.

9. Supplier recourse

a) We shall be entitled to our recourse claims within a supply chain defined by law (supplier recourse pursuant to sections 478, 479 BGB) subject to no restrictions, in addition to the claims for defects. In particular, we are entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the Seller that we owe our customer in the individual case. Our statutory right of discretion (section 439 (1) BGB) is not restricted by this.

b) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to sections 478 (2), 439 (2) BGB), we shall notify the Seller and request a written statement, briefly setting out the facts. If the statement is not submitted within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer; in this case, the Seller shall be obliged to prove the contrary.

c) Our claims from supplier recourse shall also apply if the Goods have been further processed by us or by one of our customers, e.g. by incorporation into another product, prior to their sale to a consumer.

10. Indemnification

If claims for damages are asserted against us by third parties on the basis of the Seller's delivery/service, the Seller shall indemnify us in full against such claims at our first request and undertakes to assume reasonable lawyers' and court fees incurred by us.

11. Limitation

a) The mutual claims of the Parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

b) Notwithstanding the provisions set out in section 438 (1) no. 3 BGB, the standard limitation period for claims based on defects shall be three years from the time of transfer of risk. As far as an acceptance procedure has been agreed, the limitation period

shall start at the time of acceptance. The three-year limitation period shall apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for surrender of goods (section 438 (1) no. 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become statute-barred as long as the third party can still assert the right – in particular due to the lack of statute-barring – against us.

c) The limitation periods under sales law, including the above extension shall apply – to the extent provided by law – to all contractual claims based on defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the standard statutory limitation period (sections 195, 199 BGB) shall apply, unless the application of the limitation periods under sales law leads to a longer limitation period in individual cases.

Section 10 Drawings, construction documents, tools

1. We reserve the right of ownership and copyright to all drawings and other documents, devices, models, tools and production equipment provided in connection with the placing of the order. Ownership of tools and other means of production paid for by us shall pass to us.

2. The aforementioned items may neither be scrapped nor made accessible to third parties – e.g. for the purpose of manufacturing – without our express consent. They may not be used for purposes other than those contractually agreed – e.g. delivery to third parties. They shall be stored carefully by the Seller at the latter's expense for us during the performance of the Agreement, with restricted access.

3. The servicing, maintenance and partial renewal of the aforementioned items shall be governed by the agreements made between us and the Seller.

4. We reserve all rights to drawings or products manufactured according to our specifications, as well as to processes developed by us.

Section 11 Payment, set-off, retention, advance payment

1. If deliveries are accepted early, the due date shall be based on the agreed delivery date.

2. Payments made by us do not imply acknowledgement of the settlement. The right to reclaim overpaid amounts is reserved.

3. The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed formal acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the Seller shall grant us a 3% discount on the net amount of the invoice. In cases involving bank transfers, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

4. We shall be entitled to rights of set-off and retention, as well as the defence of non-performance of the Agreement, to the extent provided by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the Seller arising from incomplete or defective performance. The Seller shall only have a right of set-off or retention in respect of counterclaims which have been established in a final and non-appealable judgment, or which are undisputed and arise from the same contractual relationship as the claim against which set-off is to be effected.

Section 12 Confidentiality

1. The Seller undertakes to keep secret, and maintain confidentiality regarding, all information (e.g. business and trade secrets, data, technical and commercial information of any kind) of which it becomes aware within the context of this contractual relationship concerning the principal and the order, whether this information is provided verbally, in writing, in electronic or any other form. This obligation shall survive the termination of the contractual relationship. The information shall be kept in such a way that any misuse is excluded.

2. Furthermore, the Seller warrants that its employees, consultants and other vicarious agents who are entrusted with the performance of the Agreement and receive information pursuant to sub-section 1 are bound in writing to secrecy.

Section 13 Place of performance, place of jurisdiction, applicable law

1. The law of the Federal Republic of Germany applies, excluding international uniform law and, in particular, the UN Convention on the International Sale of Goods (CISG).

2. If the Seller is a merchant, the place of jurisdiction for all disputes arising from the contractual relationship is the place where we have our registered office. We are also, however, entitled in all cases to bring action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the Seller's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

3. The jurisdiction of the ordinary courts shall apply. The Parties reserve the right to agree on arbitration in individual cases.