FRIWO

Amendment to the General Terms and Conditions

for the Supply of Products and Services of the Electrical and Electronics Industry ("Grüne Lieferbedingungen" – GL)

The following terms and conditions apply to all products and services of FRIWO Gerätebau GmbH in addition to the General Terms and Conditions for the Supply of Products and Services of the Electrical and Electronics Industry ("Grüne Lieferbedingungen" – GL).

1. Price adjustment

1.1. FRIWO is entitled at its reasonably exercised discretion (Section 315 German Civil Code ["Bürgerliches Gesetzbuch"]) to unilaterally increase its service fee in the event of an increase in the costs of manufacturing, materials, and/or procurement; wage and incidental wage costs; social security contributions; energy costs; and costs incurred as a result of legal requirements, environmental standards, currency terms, changes to customs regulations, and/or other public contributions. It may do so if said costs directly or indirectly influence the contractually agreed-upon services of FRIWO, increase by more than 5 %, and if there are more than 4 months between contract conclusion and service provision. The service fee may not be increased if an increase in any or all of the aforementioned cost factors is compensated for by a reduction in any of the other aforementioned cost factors (cost offsetting). A reduction in costs resulting from a decrease in the aforementioned cost factors without said decrease being absorbed by increases in other aforementioned cost factors is to be passed on to the customer in the form of a price cut.

1.2. If the new service fee is higher than the original fee by a margin of 20 % or more due to the aforementioned price adjustment right, the customer has the right to withdraw from unfulfilled components of contracts that have yet to be fulfilled completely. The customer may only assert this right without undue delay upon being notified of the increased fee.

2. Change Management

FRIWO is entitled to carry out changes to products, production methods, product materials, upstream suppliers and production processes (in particular the relocation of production sites, use of other machines and reorganization of work processes within production) without notifying the customer, provided that these changes do not alter the fit, form or function or deviate from the agreed specifications.

3. Russia sanctions

3.1. The Customer shall refrain from selling, exporting or re-exporting, directly or indirectly, to the Russian Federation respectively to Belarus or for use in the Russian Federation respectively in Belarus any goods supplied under or in connection with this contract which fall within the scope of Article 12g of Regulation (EU) 833/2014 and/or Article 8g of the Regulation (EU) 765/2006.

3.2. The Customer shall use its best endeavors to ensure that the purpose of Clause 3.1 is not frustrated by third parties in the further commercial chain, including potential resellers. To this end, it shall also address the obligation referred to in Clause 3.1 appropriately along its commercial chain.

3.3. In order to fulfill its obligations under Clauses 3.1 and 3.2, the Customer shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further commercial chain, including potential resellers, which would frustrate the purpose of Clause 3.1. The Customer undertakes to carry out risk analyses and to take appropriate preventive measures without delay if the Customer identifies a risk in the course of a risk analysis. In particular, the Customer undertakes to avoid any behavior that would frustrate the purpose of Clause 3.1. If the Customer identifies a risk, the customer is obliged to inform FRIWO of this immediately (within 72 hours of becoming aware of the risk). FRIWO is entitled to information in this respect.

3.4. The Customer is obliged to document the fulfillment of its obligations arising from this Clause 3. and to submit this to FRIWO upon request within 14 working days (Monday-Friday). FRIWO is entitled to information in this respect.

3.5. If the Customer discovers a breach in the course of the risk analysis or becomes aware of a breach committed by third parties in the further commercial chain and/or possible resellers in any way, the Customer must ensure that appropriate corrective measures are taken and implemented and inform FRIWO of this immediately (within 72 hours of becoming aware of the breach). FRIWO is entitled to information in this respect. If FRIWO obtains positive knowledge of an infringement committed by third parties in the further commercial chain and/or possible resellers, FRIWO shall be entitled to temporarily interrupt the supply relationship with the Customer and to withhold the services owed.

3.6. Any breach by the Customer of the above paragraphs shall constitute a material breach of a material element of this contract. In the event of a culpable breach, FRIWO shall be entitled, inter alia, to

a. terminate the contract extraordinarily with immediate effect,

b. refuse future deliveries,

c. reclaim the goods delivered by FRIWO which are still in stock with the customer against reimbursement of the purchase price due for this part of the goods and to charge the customer the costs of the return delivery which becomes necessary,

d. demand payment by the Customer of a contractual penalty amounting to 0.3% of the respective net order price per individual item sold, exported or re-exported, but no more than 5% of the total order price (net). The net order price refers to the part of the goods that was sold, exported or re-exported in culpable violation of Clause 3.1. FRIWO reserves the right to claim higher damages, taking into account the contractual penalty and/or other rights,

e. demand compensation for further damages and expenses, insofar as these are customary, reasonable and proven. The objection of contributory negligence (§ 254 BGB) remains unaffected.

4. Miscellaneous

All other provisions of the General Terms and Conditions of Products and Services of the Electrical and Electronics Industry ("Grüne Lieferbedingungen" – GL) remain unaffected.