

General Terms and Conditions of Purchase of Bonowi International Police Equipment GmbH

1. Application

1.1. These Terms and Conditions of Purchase (hereinafter: Terms and Conditions of Purchase) shall apply exclusively to all business relations between BONOWI IPE GmbH (hereinafter "Bonowi") and the business partners and suppliers of goods (hereinafter "Supplier") for supplies to Bonowi. By accepting and executing an order and/or a purchase order, the Supplier acknowledges these Terms and Conditions of Purchase in the version valid at the time of the order. Deviating or conflicting terms and conditions shall not be recognized by Bonowi unless Bonowi has expressly agreed to them in writing; in this case, as well as in the event of a separate agreement on special terms and conditions for specific orders, the Terms and Conditions of Purchase shall apply subordinately and additionally. The acceptance of a delivery or service of the supplier by Bonowi does not imply consent to the general terms and conditions of the supplier. Silence in response to an order confirmation of the supplier with contradictory declarations of the supplier also does not constitute a corresponding consent.

1.2. These Terms and Conditions of Purchase shall apply in the version valid at the time of the Buyer's order or, in any case, in the version last submitted to the Buyer in text form as a framework agreement also for all future transactions between the parties for their order and purchase by Bonowi as well as when Bonowi accepts the goods without any reservation in the awareness of deviating or conflicting terms and conditions.

1.3. These General Terms and Conditions of Purchase shall not apply to natural persons who conclude a legal transaction only for a purpose that cannot be attributed to their commercial or independent professional activities.

2. Conclusion of contract

2.1. The Seller is obliged to confirm an offer (order) in writing within a reasonable period of time, but no longer than within a period of two working days, or to execute it without objection by shipping the goods (acceptance). A delayed acceptance is considered a new offer and requires renewed acceptance by Bonowi.

2.2. The conclusion of the contract as well as all agreements made between Bonowi and the supplier for the purpose of executing a contract must be made in writing. The supplier has to check an offer professionally and expressly point out to Bonowi any deviations from the inquiry documents in the offer.

3. Scope of service

3.1. The content of the service results from the respective individual orders, documents, reports, ideas, drafts, models, samples and all other results occurring during the performance of the service.

3.2. The Supplier shall provide its services with the utmost care in compliance with the latest state of science and technology, the safety regulations of the authorities and trade associations, as well as its own existing knowledge and experience or experience gained during the contract work. He guarantees compliance with the statutory regulations, the agreed technical specifications and other requirements.

3.3. Partial performances are not permitted, unless otherwise expressly agreed in advance. Bonowi is in this respect entitled to cancel the remaining quantity.

3.4. The performance of the ordered deliveries and services by third parties requires the prior written consent of Bonowi.

3.5. At Bonowi's request, the supplier shall provide information on the composition of the delivery item, insofar as this is necessary for the fulfillment of official requirements in Germany and abroad.

3.6. Bonowi is entitled, as long as the supplier has not yet fulfilled its obligations in full, to demand changes to the order with regard to design, execution, quantity and delivery time within the scope of the reasonable. In doing so, the effects (e.g. additional or reduced costs, delivery dates, etc.) are to be settled by mutual agreement. Bonowi may also demand changes to the delivery item after conclusion of the contract, insofar as this is objectively reasonable for the supplier. In case of this contractual amendment, the effects on both sides, in particular with regard to the additional or reduced costs as well as the delivery dates, are to be settled by mutual agreement.

3.7. Supplier is obliged to immediately notify Bonowi in writing of any concerns it may have about the way in which the service/delivery is to be performed as requested by Bonowi and to propose to Bonowi any changes it deems necessary in order to meet the agreed specifications or legal requirements.

4. Prices, Payment

4.1. The prices stated in the order are fixed prices. The price is for free delivery, including the respective statutory value added tax as well as including the costs for packaging, insurance, customs duties and material testing procedures, unless expressly agreed otherwise. Claims based on additional deliveries and/or services can only be asserted after prior written agreement and commissioning of the additional deliveries and/or services between the

contracting parties. Otherwise, additional claims beyond the total fixed price are excluded.

4.2. Remuneration for performances, presentations, negotiations and/or for the preparation of offers and projects shall not be owed unless previously agreed in writing.

4.3. Due invoices can only be processed by Bonowi if they comply with the legal requirements, in particular those of the Value Added Tax Act (UstG), and contain the order number shown in the Bonowi order as well as the information and/or documents agreed with the order; the supplier is responsible for all consequences arising from non-compliance with this obligation. In the absence of the aforementioned information and/or documents, the supplier shall not be authorized to assert the claim in question against Bonowi.

4.4. Unless otherwise agreed in writing, payment of the purchase price shall be due 30 days after handover and acquisition of title to the delivery of goods, receipt of an auditable invoice and receipt of all contractually required documents. Payment shall be made non-cash to the supplier's business account. For this purpose, the supplier shall provide appropriate bank details. In the case of agreed partial services, payment shall only be due with the last delivery. This shall not apply in the case of successive delivery contracts or in cases of cancellation of a partial performance pursuant to Section 3.3 of these General Terms and Conditions of Purchase.

5. Offset, Retainer

Bonowi shall be entitled to rights of set-off and retention to the full statutory extent. The supplier's rights of offset and retention shall only apply insofar as these are undisputed or have been legally established. Bonowi is entitled to reduce invoice amounts by the value of returned goods as well as possible expenses and claims for damages.

6. Transport and Delivery

6.1. Unless otherwise agreed in writing in the contract/order, deliveries shall be made at Bonowi's place of business ("Bringschuld"/obligation to deliver) and shall be insured by the supplier at the supplier's expense against transport damage, incorrect loading or unloading and theft.

6.2. Goods shall be packed in such a way as to avoid damage during transport and loading operations. Packaging materials shall only be used to the extent necessary to achieve the purpose. The supplier's take-back obligations, also with regard to transport and product packaging, shall be governed by the statutory provisions. The supplier assures that all packaging is licensed and registered with an

appropriate system provider in accordance with the law and that the charges for this are paid in full and properly.

7. Delivery date, Default

7.1. All delivery dates stated in the order or otherwise agreed are binding.

7.2. The day of delivery is considered to be the day of receipt of the goods at Bonowi's headquarters during normal business hours (weekdays 9 a.m. to 4 p.m.).

7.3. The supplier is obligated to inform Bonowi immediately of any threatened or occurred failure to meet a delivery date, its causes and the expected duration of the delay. The occurrence of the default in delivery remains unaffected by this.

7.4. In the event of a delay in delivery by the supplier, Bonowi shall be entitled to claim a contractual penalty in the amount of 0.2% of the delivery value according to the final invoice for each day of delay or part thereof, but in total not more than 5% of the delivery value according to the final invoice. We reserve the right to assert further statutory claims. The acceptance of a delayed delivery or service does not imply a waiver of claims for compensation.

7.5. If Bonowi is in default of acceptance or payment, a claim for damages to which the supplier is entitled shall be limited to 0.2% of the delivery value per full week, up to a maximum of 5% of the delivery value, insofar as the default is not based on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Bonowi. If Bonowi is in default with a payment, the supplier shall be entitled to at least a claim for payment of a lump sum in the amount of € 40 pursuant to § 288 BGB. This shall also apply if the payment claim is a payment on account or other installment payment. This lump sum shall be credited against any damages owed, insofar as the damage is due to costs of legal prosecution.

8. Release from the obligation to perform, Withdrawal

8.1. Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties shall be obliged to provide the necessary information without delay within the bounds of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

8.2. Bonowi shall be released from the obligation to accept the ordered delivery in whole or in part and insofar entitled to withdraw from the contract if the

delivery has become useless for Bonowi due to the delay caused by force majeure.

8.3. Bonowi shall be entitled to withdraw from the contract if the supplier has filed for the opening of insolvency proceedings, if insolvency proceedings have been opened or if the opening has been rejected for lack of assets.

8.4. A right of withdrawal for Bonowi also exists if individual enforcement measures are carried out against the supplier.

8.5. The statutory provisions on withdrawal shall remain unaffected.

9. Passing of risk, documents

9.1. The risk of accidental loss and accidental deterioration of the item shall pass to Bonowi upon delivery at the place of performance. Insofar as an Acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services ("Werkvertragsrecht") shall also apply in the event of an acceptance.

9.2. The delivery must be accompanied by a delivery bill stating the date (issue and shipment), the content of the delivery (article number and quantity) and the order ID (date and number). If the delivery bill is missing or incomplete, Bonowi shall not be responsible for any delays in processing and payment resulting therefrom. Separate from the delivery bill, a corresponding dispatch note with the same content is to be sent to Bonowi.

9.3. The statutory provisions shall apply to the occurrence of default in acceptance on the part of Bonowi. The supplier must expressly offer us its performance even if a specific or determinable calendar time has been agreed for an action or cooperation on the part of Bonowi (e.g. provision of material). If Bonowi is in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-representable item to be manufactured by the supplier (individual production), the supplier shall only be entitled to further rights if Bonowi undertakes to cooperate and is responsible for the failure to cooperate.

9.4. Documents, reports, ideas, drafts, models, samples and the like which are provided to the supplier by Bonowi shall remain the property of Bonowi. The supplier shall return them to Bonowi without request immediately after the performance of its service. These documents may only be used by the supplier for the fulfillment of the performance obligation towards Bonowi.

10. Liability for defects, warranty

10.1. Bonowi shall be entitled without restriction to statutory warranty rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly, defective assembly, or operating instructions). In particular, Bonowi is entitled to demand, at its option, elimination of the defect or delivery of a defect-free item or compensation for damages.

10.2. In accordance with the statutory provisions, the supplier is liable in particular for ensuring that the goods have the agreed quality at the time the risk passes to Bonowi. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject matter of the respective contract or were included in the contract in the same way as these General Terms and Conditions of Purchase shall be considered as an agreement on the quality.

10.3. Bonowi is not obliged to examine the goods or to make special inquiries about any defects upon conclusion of the contract. Partially deviating from § 442 para. 1 sentence 2 BGB, Bonowi shall therefore also be entitled to claims for defects without limitation if the defect remained unknown to Bonowi at the time of conclusion of the contract due to gross negligence.

10.4. The statutory provisions (§§ 377, 381 HGB) shall apply to the commercial obligation of examination and notification with the following provision: Bonowi's obligation of examination shall be limited to defects which become apparent during the incoming goods inspection under external appraisal including the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during the quality control by Bonowi in the random sampling procedure. Insofar as an acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Bonowi's obligation to give notice of defects discovered later remains unaffected. Notwithstanding the obligation to examine, the complaint by Bonowi (notice of defect) shall in any case be considered immediate and timely if it is sent within one month from discovery or, in the case of obvious defects, from delivery.

10.5. Subsequent fulfillment shall also include the removal of the defective goods and reinstallation, provided that the goods have been installed in another item or attached to another item in accordance with their nature and intended use; the statutory claim to reimbursement of corresponding expenses shall remain unaffected. The supplier shall

bear the expenses necessary for the purpose of inspection and subsequent fulfillment even if it turns out that there was actually no defect. Bonowi's liability for damages in the event of an unjustified request for remedy of defects shall remain unaffected; in this respect, however, Bonowi shall only be liable if Bonowi recognized or was grossly negligent in not recognizing that there was no defect.

10.6. Notwithstanding the statutory rights and the provisions in para. 10.5, the following shall apply: If the supplier fails to meet its obligation to subsequent performance - at Bonowi's choice by remedying the defect (subsequent rectification) or by delivery of a defect-free item (replacement delivery) - within a reasonable period set by us, Bonowi may rectify the defect itself and demand reimbursement of the expenses required or a corresponding advance payment for this from the supplier. If subsequent fulfillment by the supplier has failed or is unreasonable for Bonowi (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline needs to be set; Bonowi shall inform the supplier of such circumstances without undue delay, if possible in advance.

11. Product liability, insurance

11.1. The supplier shall be liable within the scope of the statutory provisions.

11.2. The supplier is obliged to indemnify us from any liability towards third parties or from claims of third parties arising from the manufacture, delivery, storage or use of the delivered goods upon first request. The indemnification obligation shall not apply if the claim is based on grossly negligent or intentional breach of duty on our part. The indemnification obligation also refers to all expenses necessarily incurred by Bonowi from or in connection with the claim by a third party, including the costs of legal representation. The supplier shall insure itself against these risks to a sufficient extent as is usual in the market.

11.3. Bonowi shall be liable in accordance with the statutory provisions for damages due to injury to life, limb or health, in the event of intent or gross negligence on the part of Bonowi, a legal representative or vicarious agent as well as in the event of damages which fall under a guarantee or warranty granted by Bonowi. In the event of slight negligence, Bonowi shall only be liable for compensation for the foreseeable damage typical of the contract and only insofar as an obligation, the proper fulfillment of which makes the execution of this contract possible in the first place and on the observance of which the contractual partner could rely (cardinal obligation), has been violated by

Bonowi, a legal representative or vicarious agent. Otherwise, liability is excluded to the extent permitted by law.

12. Ownership, provision, transformation

If Bonowi supplies and/or provides substances and materials, these shall remain the property of Bonowi. Processing or transformation by the supplier shall be carried out for Bonowi.

13. Property rights and confidentiality

13.1. The supplier is obligated to keep confidential all documents and information received from Bonowi. They may only be disclosed to third parties with the expressed consent of Bonowi. The confidentiality obligation also extends to personal data. The confidentiality obligation shall also apply after the execution or failure of this contract; it shall expire if and to the extent that the information contained in the documents provided has become generally known. Third parties used by the supplier to fulfill the obligations resulting from this contract are to be obligated accordingly. In the event of a breach of these obligations, Bonowi may demand immediate surrender and claim damages.

13.2. The conclusion of the contract shall be treated confidentially. In advertising materials of the supplier, reference may only be made to the conclusion of the business with Bonowi after the latter's written consent. Bonowi and the supplier undertake to treat all commercial or technical details which are not in the public domain and which become known to them through the business relationship as business secrets. Third parties used by the supplier to fulfill the obligations resulting from this contract are to be obligated accordingly.

13.3. The supplier guarantees that no rights of third parties are infringed in connection with its delivery. If claims are asserted against Bonowi by a third party in this respect, the supplier shall be obliged to immediately indemnify Bonowi against all claims resulting therefrom upon first request and to defend against such claims. The obligation to indemnify also relates to all expenses necessarily incurred by Bonowi from or in connection with the claim by a third party. This also includes the costs of legal representation. The supplier shall insure itself against these risks to a sufficient extent as is customary in the market.

14. Limitation

14.1. The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

14.2. Notwithstanding § 438 para. 1 no. 3 BGB, the general limitation period for claims for defects shall be 3 years from the passing of risk. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-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 (§ 438 para. 1 no. 1 BGB) shall remain unaffected; claims arising from defects of title shall furthermore not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of limitation - against Bonowi.

14.3. The limitation periods of the law on sales including the above extension shall apply - to the statutory extent - to all contractual claims for defects. Insofar as Bonowi is also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 BGB), unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.

15. Social security

15.1. The supplier assures that it does not work exclusively for Bonowi and does not generate its predominant income from this activity, that it does not exclusively employ employees or family

members who are exempt from social security contributions and that it does not itself operate as an entrepreneur on the market. At the request of Bonowi, the supplier must provide evidence of this.

15.2. If social security contributions of any kind whatsoever are incurred by Bonowi on the basis of the order, these shall be borne by the supplier alone in the internal relationship.

16. Final provisions

16.1. This contract shall be governed by the laws of the Federal Republic of Germany (excluding the UN Convention on Contracts for the International Sale of Goods). Legal norms that refer to another legal system shall not apply. If copies of these General Terms and Conditions of Purchase have been made in languages other than German, only the German version shall be binding for Bonowi and the supplier.

16.2. Additional agreements, amendments or supplements must be in writing in order to be effective, as must the waiver of the written form requirement. The written form within the meaning of these General Terms and Conditions of Purchase shall also be complied with by e-mail and fax.

16.3. The place of fulfillment as well as the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Mainz.

[General Terms and Conditions of Purchase of Bonowi IPE GmbH, as of: December 18, 2020]