

0. Scope

These conditions shall apply to Blaser Group GmbH, Ziegelstadel 1, 88316 Isny; Germany and to the following affiliated companies:

- Blaser GmbH, Ziegelstadel 1, 88316 Isny; Germany
- J.P. Sauer & Sohn GmbH; Ziegelstadel 1; 88316 Isny; Germany
- Mauser Jagdwaffen GmbH; Ziegelstadel 1; 88316 Isny; Germany
- LIEMKE GmbH & Co.KG, Detmolder Straße 629b, 33699 Bielefeld; Germany
- MINOX GmbH; Ziegelstadel 1; 88316 Isny; Germany
- Blaser Group Wetzlar GmbH & Co.KG; Wilhelm-Loh-Straße 1; 35578 Wetzlar; Germany
- Gabinvest FOOD; Balanska 6; 5301 Gabrovo; Bulgaria

in relation to entrepreneurs (§ 14 BGB), commercial entities, legal entities under public law or special purpose entities under public law (together "Suppliers").

1. Exclusive scope of these terms and conditions of purchase

We shall place orders exclusively on the basis of these general terms and conditions of purchase. Any deviating, contradictory or additional general terms and conditions of the supplier shall only then form part of the contract if we have expressly consented to their applicability in writing. This consent requirement shall apply in all cases, for example even when we accept deliveries from the supplier without reservation and with the knowledge of its general terms and conditions.

2. Orders, order confirmation, amendments to contracts

Orders shall only be binding if submitted in writing. Orders placed verbally or by telephone shall only be binding if subsequently confirmed in writing. The same shall apply to verbal ancillary agreements and amendments to the contract.

Orders, delivery call-offs and amendments and supplements to these may, after prior written agreement, also be submitted by way of remote data transfer or machine-readable data carrier.

Our order numbers and item numbers are to be clearly marked on all correspondence pertaining to the order, such as order confirmation, consignment/delivery notes, invoices etc. Components manufactured on the basis of our drawings are to be manufactured using the materials specified in our drawings. The use of other materials shall not be permissible without our express prior consent. Details of materials in your order confirmations that deviate from our drawing specifications will require our written confirmation.

Remuneration will not be paid by us for onsite visits or for the preparation of tenders or projects. You shall be under the obligation to treat the completion of the contract with total confidentiality and shall only be entitled to advertise business relations with us after we have given our express written consent.

If there is no separate confidentiality agreement between the contractual partners, the contractual partners shall be obliged during the course of business relations to treat all commercial and technical details of which they become aware and that are not generally known to the public as business secrets. Sub-suppliers shall be subject to the corresponding confidentiality obligations. Orders placed by us must be confirmed within 5 working days, otherwise we shall reserve the right to cancel the order.

3. Prices

If deliveries are made earlier than agreed, we shall reserve the right to return delivered goods at your costs. If goods delivered prematurely are not returned, the goods will be stored with us at your risk and cost until the delivery date. A delivery up to 14 calendar days early will not be negatively charged. If deliveries are made prematurely, we shall reserve the right to effect payment on the originally agreed payment due date.

All agreed prices will be fixed prices and will exclude subsequent claims of all kinds. If orders are placed in exceptional cases without a price being specified, this must be notified at the time of order confirmation or as soon as possible. In this case we reserve the right to withhold our final acceptance. Unless otherwise agreed, the agreed prices will apply for delivery free-of-charge to our works in Isny, including packaging.

Statutory provisions shall apply to your obligation to return the packaging. Goods are to be packed and stored in such a way so as to ensure that damages during transportation are avoided. Packaging materials are to be used only in the amount necessary to achieve the intended purpose. Only environmentally-friendly packaging materials are to be used. If payment for packaging has been agreed, at least two thirds of the calculated value is to be credited to us in the event of carriage-paid return of the packaging to the place of dispatch. Dispatch by way of postal package will be carried out without charges for postal package fees and packaging costs.

4 Shipping instructions

Prior notification of dispatch is to be sent to us in good time for all deliveries. A delivery note shall also be enclosed with all deliveries. Consignment notes and delivery notes must be clearly marked with our order numbers and item numbers. If the goods cannot be assigned due to this information not being provided, we shall reserve the right to return the goods to you at your expense.

5. Delivery deadlines, delivery delay, force majeure

The agreed delivery dates and deadlines shall be binding. Compliance with the delivery date or delivery deadline shall be determined by the receipt of the goods at the place of receipt or use specified by us or by the timeliness of a successful acceptance. If you should become aware that the agreed deadline cannot be complied with for whatever reason, you shall be under the obligation to inform us of this immediately in writing, stating the reasons and the expected duration of the delay.

Your liability for delay shall be determined according to statutory prerequisites. In addition, we shall be entitled to request a flat-free reimbursement for our damages incurred due to the delay. The flat-fee compensation shall amount to 1% of the net price (delivery value) for each completed calendar week of the delay, however in total a maximum of 5% of the delivery value of the goods subject to the late delivery. You shall reserve the right to provide proof that you incurred no damages, or only a substantially smaller damage than the above flat-fee.

In the event of force majeure or industrial disputes, the contractual partners will be released from their obligations to perform for the duration of any disruption and to the extent to which operations are impacted. Insofar as reasonable, the contractual partners will be obliged to immediately pass on all the requisite information and adjust their obligations in good faith to take the amended circumstances into account.

If the delivery / service should no longer be usable by us, taking into consideration economic and commercial factors, as a result of a delay caused by force majeure or industrial dispute, we will be either fully or partially released from our obligation to accept the delivery / service ordered and we shall be entitled to withdraw from the contract.

We shall only accept partial deliveries if this has been expressly agreed in advance. If partial deliveries are made the remaining volume and its delivery date must be specified.

Unless otherwise agreed, the following delivery terms and conditions shall apply: Incoterms® 2020, DAP at the delivery destination of the goods in accordance with the order or where the service is to be performed.

6. Warranty / limitation period

We shall be entitled to unlimited statutory warranty rights. In particular, we shall be entitled, at our discretion, to request the removal of the defect or the delivery of a defect-free item or compensation.

If a defect that is identified during the goods-in inspection or subsequently during processing, we shall reserve the right to invoice a flat-fee compensation amount of €400.00 for the expenses we incurred due to the complaint. These flat-fee compensation amounts will be taken into account with you in the case of further potential compensation claims.

Warranty claims for defects shall be subject to a limitation period of 36 months after transfer of risk.

7. Product liability and recall

7.1 In the event that a claim is asserted against us due to product liability, the supplier shall be obliged to indemnify us from such claims to the extent that the damage has been caused by a fault in the contractual item delivered by the supplier. However, in cases of fault-based liability this shall only then apply if the supplier is at fault. If the cause of the damage falls with the scope of responsibility of the supplier, it must prove that it is not at fault.

7.2 In the cases stated in Clause 10.1 the supplier shall assume all costs and expenses, including the costs of any legal proceedings, unless the costs overall are not necessary and appropriate.

7.3 Statutory provisions shall also apply.

7.4 Prior to a recall action that is fully or partially the consequence of a defect in the contractual item delivered by the supplier, we shall notify the supplier, in order to give it the possibility for cooperation and to engage with us to find an efficient implementation, unless the notification or involvement of the supplier is not possible due to a particular urgency. If a recall action is the consequence of a defect in the contractual item delivered by the supplier, the supplier shall assume the costs of the recall action, unless it is not responsible for the defect. Contributory negligence by us shall be considered in the amount of the costs to be assumed by the supplier in accordance with § 254 BGB.

8. Defects in title, industrial property rights

The supplier shall guarantee that the goods delivered are not encumbered through defects in title, in particular that their intended use does not infringe any third-party industrial property rights (in particular patents, registered utility models, brand names or copyrights).

The supplier shall not be liable for infringements of third-party industrial property rights, if and insofar as, this is due to compliance with instructions issued by us, unless it failed to inform us immediately in writing of any infringements of industrial property rights that had been recognised by it.

The supplier shall indemnify us against all third-party claims due to infringement of defects in title. This shall include, in particular, indemnification against reasonable and necessary legal defence costs.

9. Performance of work

Suppliers who in the fulfilment of the contract carry out work on the company premises shall comply with applicable laws and provisions and with our internal company rules. The supplier shall be obliged to nominate a person responsible for the order completion and who shall ensure the supervisory and inspection obligation. The person responsible from the supplier shall be obliged, prior to the execution of any works, to agree with our coordinator to take appropriate protective measures and to inform any affected third parties of any reciprocal hazards. Suppliers shall be responsible for the instruction and security of their employees and commissioned sub-suppliers and

for making safe sources of danger to third-parties. The supplier shall only deploy sufficiently well-qualified employees and operationally safe equipment on the company premises. Accidents which occur on company premises must be notified to us immediately.

10. Material provision

Parts ("material provision") supplied by us either against payment or free-of-charge as well as any tools, devices and gauges belonging to us shall remain our property if payment is owed, until full payment has been received. These may only be used as intended. The processing and assembly of the material provision and the loan materials shall be on our behalf. It is agreed that we shall be the co-owner of the goods manufactured from the materials provided by us at the ratio of the value of the parts and materials provided by us to the value of the finished products, which are in this respect kept for us by the supplier. We shall retain co-ownership of the products manufactured from the use of our material provision until the complete fulfilment of the claims ensuing from the order.

All such materials must be kept safe by you at all times with the due diligence expected and you shall be obliged to inform us immediately of any threat of seizure by a third party or other threat through similar circumstances. You shall be liable for loss or damage.

Any materials provided by us which are established as "Not In Order" should be returned once a month and identified with the material number.

11. Export controls and customs

The supplier shall be under the obligation to notify us in its business documentation of any approval requirements or restrictions regarding (re)-exports of its goods in accordance with German, European, US export and customs provisions as well the export and customs provisions of the country of origin of its goods, and for goods requiring approval to send the following information in good time prior to the first delivery and immediately in the event of changes (technical, statutory changes or regulatory findings) to the address ab@blaser-group.com:

- Our material number,
- Goods description,
- All applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN),
- Commercial origin of goods,
- Statistical Commodity Code (HS-Code),
- A contact partner in its company for clarification of any queries.

The supplier shall be under the binding obligation to notify us of the commercial and prescribed preferential origin of its goods. To this end, for goods deliveries within the European Union (EU) it shall issue to us a long-term supplier's declaration in accordance with the respective applicable EU implementing regulation within a period of 21 days following our request. The supplier shall also ensure that the applicable and prescribed proof of origin is attached for goods deliveries from a free trade agreement / preferential trade agreement country. The commercial origin must be stated on the respective commercial invoice and where required a certificate of origin must be issued. In the case of a first delivery the origin data must be notified at the latest at the time of the first delivery. Changes to the origin of goods must be notified to us immediately in writing.

For cross-border goods deliveries the supplier shall undertake to attach all the requisite documents such as the commercial invoice, delivery note and information for a complete and correct import customs declaration to the delivery. The following must be observed in relation to the invoice:

- The invoice must also itemise – separately in each case – any costs not included in the price of the goods (e.g. research and development costs, licence fees, tool costs, materials provided by the purchaser with relevance to the goods delivery).

- In the case of free-of-charge deliveries the supplier shall undertake to state a declaration of value in the pro-forma invoice which will reflect a usual market price accompanied by the following notice "For Customs Purpose Only". The invoice or delivery note must also specify the reason for the free-of-charge delivery (e.g. free-of-charge sample shipment).

The supplier shall support us with all available means to reduce or minimise our payment obligations relating to customs and/or costs for customs clearance.

Notwithstanding other rights and without liability towards the supplier, we shall be entitled to withdraw from the contract concerned or to terminate this without notice if the supplier repeatedly fails to comply with its obligations as described in Point 11.

12. Submission of invoices and payment

Invoices, together with all relevant documentation and data, shall be submitted to us in the correct and proper form immediately after delivery. Invoices not submitted in correct and proper form shall only be deemed as received after correction and resubmission.

Payment shall be made in accordance with the provisions agreed in our orders using the payment method of our choice. If there are delays to the submission of invoices, there shall be no claim to prompt payment. If certifications and material inspections have been agreed, these will form an essential part of the delivery and must be submitted to us with the corresponding invoices.

At the latest they must reach us 10 calendar days after the receipt of invoice. Payment periods for invoices will begin at the time of the receipt of the agreed certification.

Unless otherwise agreed, the following payment terms shall apply: 14 days 3% / 30 days net

In the case of defective deliveries, we shall be entitled to withhold payment proportionally until the proper fulfilment of contract has been rendered. If advance payments are made, you will be obliged, on request, to provide appropriate security, e.g. a bank guarantee.

13. Place of performance

Unless otherwise agreed, the place of performance is the location where the goods are to be delivered in accordance with the order or where the service is to be performed.

14. Concluding provisions

If individual conditions of these general terms and conditions for purchase are invalid, this shall not affect the validity of the other conditions.

Without our express prior written consent, you shall not be entitled to subcontract the order to third parties.

Without our express prior written consent, which may not be unreasonably refused, you shall not be entitled to assign your claims to us.

The general information on data processing in the context of our general business activities according to EU General Data Protection Regulation can be consulted at <https://www.blaser-group.com/en/data-protection-declaration/>. The place of jurisdiction shall be Isny in the absence of any deviating, statutory place of legal jurisdiction.

The law of the Federal Republic of Germany shall apply exclusively under the express exclusion of the UN Convention on the International Sale of Goods (CISG) dated 11.04.1980.