

General Terms and Conditions of Purchase

1. Scope

- 1.1. The General Terms and Conditions of Purchase ("**Terms and Conditions of Purchase**") apply to all contracts concluded by us as buyer, purchaser or customer. On confirmation of the order by contractor, these Terms and Conditions of Purchase are simultaneously deemed accepted and part of the contract.
- 1.2. The Terms and Conditions of Purchase shall only apply vis-à-vis traders (Section 14 of the German Civil Code (BGB)), legal persons under public law or special funds under public law within the meaning of Section 310(1) sentence 1 of the German Civil Code (BGB).
- 1.3. The Terms and Conditions of Purchase shall apply exclusively, unless otherwise agreed in writing. Conflicting, deviating or supplementary terms and conditions of sale and delivery of the contractor shall not apply, even if we do not expressly object to such terms and conditions. Unconditional acceptance of order confirmations or deliveries by us shall not constitute acknowledgment of such terms and conditions.
- 1.4. By way of the first delivery under these Terms and Conditions of Purchase, the contractor accepts they are valid exclusively as framework agreement, including for further orders from us.
- 1.5. Incoterms® to which we make reference shall apply in the current version.

2. Order and order confirmation

- 2.1 Orders and call-offs, as well as amendments and supplements to orders and call-offs, shall only be effective if made in writing.
- 2.2 Each order shall be confirmed in writing by the contractor within two weeks of receipt. Otherwise, we shall be entitled to cancel our order.
- 2.3 Call-offs shall be binding at the latest if the contractor does not object in writing within two weeks of receipt.
- 2.4 No rights may be derived against us from undertakings, promises, statements, consultations, etc. made verbally or by phone, irrespective of whether they are given before or after conclusion of the contract.

3. Correspondence

- 3.1 Our purchasing department is responsible exclusively for orders, correspondence and queries.
- 3.2 Our order number must be quoted in all correspondence, on invoices and in shipping documents. Our article ID number must be stated for the individual items.

4. Confidentiality; title/copyrights

- 4.1 The contractor undertakes to keep secret all information, knowledge and documents that have become known from us but are not in the public domain, such as technical and other data, measured values, technology, operating experience, trade secrets, know-how, formulations and other documentation ("**Information**"), not to make them accessible to third parties without our consent and only to use them for the purpose of processing the applicable contract. The confidentiality obligation shall continue to apply for a period of four years after the applicable contract has been processed. In the event of infringement, we shall be entitled to assert claims for damages.

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- 4.2 The contractor grants us the non-exclusive, transferable, worldwide right, without time limit, to use, integrate into other products and distribute delivered items, including the associated documentation.
- 4.3 If and insofar as the contractor manufactures delivered items according to our specifications, we shall be granted the right to use the results free of charge, without limit in time, space and content, exclusively and as a sub-licensable right, for all copyrighted rights of use, industrial property rights and all other work results created in the course of execution of the order. In this case, we shall be exclusively entitled to register inventions for industrial property rights.
- 4.4 The contractor also grants us the non-exclusive, transferable, worldwide and perpetual right:
- 4.4.1 to install, put into operation, test and run software and the associated documentation (together hereinafter referred to as "Software");
- 4.4.2 to sub-license the right of use pursuant to section 4.4.1. to affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), commissioned third parties, distributors and end customers;
- 4.4.3 to license affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG) and other distributors the right to grant end customers the right of use pursuant to section 4.4.1;
- 4.4.4 to use and copy the software for integration into other products or to have it used and copied by affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (AktG), commissioned third parties or other distributors.
- 4.5 All sub-licenses we have granted must provide adequate protection for the contractor's intellectual property in the software by using the same contractual provisions that we use to protect our own intellectual property.
- 4.6 The parties shall enter into separate agreements regarding the creation of custom software.
- 4.7 We reserve the title and copyrights in all documents and objects (e.g. tools, moulds, samples, models, profiles, drawings, standard sheets, print templates, gauges and other technical documents) provided to the contractor in order to carry out the orders, as well as their electronic storage ("Documents"). Such documents may not be provided to or otherwise made accessible to unauthorized third parties and must be returned to us immediately after completion of the contract or must be destroyed or deleted at our request. In this case, we must be provided with a corresponding confirmation of destruction or deletion. Where such deletion is only possible with unreasonable technical effort (in particular the deletion of backups), the contractor must secure such documents so that misuse and unauthorized access are ruled out. The documents, as well as items produced on their basis, may only be used to the extent we have approved and may not be reproduced without our prior written consent. In the event of damage or loss, the contractor must pay compensation.
- 4.8 Reference may only be made to the business relationship with us in the contractor's advertising with our written consent.
- 4.9 Employees and subcontractors must be placed under obligation in accordance with sections 4.1-4.4. Such obligation must be documented in writing.

5. Delivery; late delivery

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- 5.1. The agreed dates of delivery and performance are binding.
- 5.2. Whether deliveries are on time shall be determined by receipt of the delivery at our works (delivery to us) or at the different delivery address stated in the order; whether deliveries with installation or assembly and services are on time shall be determined by acceptance of such deliveries and services by us.
- 5.3. The contractor shall be in default without reminder if it fails to meet binding delivery deadlines. Regardless, we must be notified immediately in writing of foreseeable delay in delivery. Such notice shall not affect the contractor's responsibility for meeting the agreed delivery deadline or our claims against the contractor.
- 5.4. If the contractor is in default with delivery or service, we shall be entitled to claim compensation of 0.1% of the net order value of the delayed goods or service for each calendar day of the delay - but not more than a total of 5% of the net order value of the delayed goods or service. If the right to assert the contractual penalty is not declared on acceptance of the delivery or subsequent performance, it may nevertheless be asserted if the reservation is declared up to the final payment.
- 5.5. The contractual and statutory claims and rights to which we are entitled from default shall not be affected by this agreement or by a claim pursuant to this agreement regarding the contractual penalty. The contractual penalty shall be offset against the damage caused by delay, for which the contractor must pay compensation.
- 5.6. Deliveries shall be made including proper packaging carriage paid or free to delivery address, unless otherwise agreed in writing.
- 5.7. According to the German Act on the Avoidance and Recycling of Packaging Waste (German Packaging Act ((VerpackG)), the contractor is legally obliged to take back the packaging of the delivered item. The costs for return transport and recycling or disposal of packaging that does not comply with the statutory requirements shall in any case be borne by the contractor.

6. Transfer of risk; shipping; transfer of title

- 6.1. For deliveries with installation or assembly and for services, the risk shall transfer on acceptance; for deliveries without installation or assembly, it shall transfer on acceptance by us at the named place of destination/delivery, in accordance with Incoterms®.
- 6.2. Each delivery must be accompanied by a delivery note, which must contain our order number and order item with article ID number.
- 6.3. Title shall pass to us on handover or acceptance.

7. Prices; payment

- 7.1. The price stated in the order is binding. All prices include statutory value added tax, unless this is stated separately. Unless otherwise agreed, the price includes all the ancillary costs of transport, including proper packaging, insurance and other ancillary costs, as well as costs for assembly and import and export duties.
- 7.2. Invoices must be issued immediately after dispatch/acceptance of the delivered items, stating the order number.
- 7.3. Unless otherwise agreed in writing, payments shall be made within 14 days with 3% discount or within 30 days net.
- 7.4. The payment term shall commence as soon as the delivery or service has been provided in full (including any agreed acceptance) and the properly prepared invoice has been received. If the contractor has to provide test

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reports, quality documents or other documents, receipt of such documents shall also be a condition for the delivery or service being complete.

- 7.5. We shall not owe default interest. The statutory provisions shall apply to default in payment.
- 7.6. The contractor may only offset any claims of ours against claims that are undisputed or legally established. The contractor shall also be entitled to offset if it asserts counterclaims from the same contractual relationship.
- 7.7. Payments do not imply acceptance that the delivery or services are in compliance with the contract.
- 7.8. The contractor may only offset any claims of ours against claims that are undisputed or legally established. The contractor shall also be entitled to offset if it asserts counterclaims from the same contractual relationship.

8. Warranty; product liability

- 8.1. The statutory provisions shall apply to warranty, except where the provisions below provide otherwise.
- 8.2. In accordance with the statutory provisions, the contractor shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk. In any case, those product descriptions which – in particular by description or reference in the order – are the subject of the applicable contract or have been made part of the contract in the same way as these Terms and Conditions of Purchase shall be deemed to be an agreement on quality. It makes no difference whether the product description comes from us, from the contractor or from the manufacturer.
- 8.3. Notwithstanding Section 442(1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to unrestricted claims for defects, if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 8.4. The statutory provisions (Section 377 and 381 of the German Commercial Code (HGB)) shall apply to the commercial obligations to inspect and give notice of defects, subject to the following: Our obligation to inspect shall be limited to defects that become apparent during the incoming goods inspection from external examination, including the delivery papers (e.g. transport damage or wrong and short delivery), or which are evident during quality control by way of random sampling. Where acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the specific case. The obligation to give notice of defects discovered at a later date remains unaffected. Notwithstanding the obligation to inspect, a complaint (notice of defect) shall be deemed to have been made promptly and in good time if it is sent within seven working days of discovery or, in the case of obvious defects, of delivery.
- 8.5. The warranty period for the contractor's deliveries and services shall be 24 months, unless a different warranty undertaking is agreed contractually or other mandatory statutory periods apply. The warranty period shall commence on the transfer of risk. For deliveries that we resell, the warranty period shall commence on final acceptance or commissioning by our customer or, for deliveries for which no final acceptance or commissioning is provided, on delivery to our customers. However, the warranty period shall be no later than 6 months after the transfer of risk.
- 8.6. If defects are discovered before or at the time of transfer of risk or they arise during the warranty period, the contractor shall, at its own expense and at our discretion, either remedy the defects or provide a new delivery or service free of defects.
- 8.7. If the contractor does not comply with our request to remedy the defect or to provide a new delivery or service within a reasonable period, to be set by us, we shall be entitled to withdraw from the contract in whole or in part without compensation or to reduce the price or to remedy the defect or provide a new delivery ourselves or have it remedied at the contractor's expense or to claim damages. Receipt at the place

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of destination shall be the relevant time for determining whether subsequent performance is within the period. This shall also apply if the contractor declares that it is unable to remedy the defect, or provide a new delivery or service within a reasonable period of time.

- 8.8. Any further statutory claims, in particular for compensation for wasted costs of handling or processing, remain unaffected by the above provisions.
- 8.9. On receipt of our written notice of defects by the contractor, the limitation period for warranty claims shall be suspended until the contractor rejects our claims or declares the defect remedied or otherwise refuses to continue negotiations regarding our claims. For replacement delivery and rectification of defects, the warranty period for replaced and rectified parts shall begin again, unless we must have assumed, based on the contractor's conduct, that the contractor did not consider itself obliged to undertake the measure, but only undertook the replacement delivery or rectification of defects as a gesture of goodwill or for similar reasons.
- 8.10. Acceptance and use of the delivery or service or approval of the drawings or other documents shall not affect the above claims.
- 8.11. All deliveries or services to be provided by the contractor under warranty shall be free of charge for us. This includes costs for outward and return transport, travel costs and labor costs. The contractor shall bear the risk of the return of defective delivered items.
- 8.12. If product liability claims are asserted against us, the contractor shall indemnify us against such claims if and to the extent that the damage was caused by a defect in the goods delivered by the contractor. In cases of strict liability, however, this shall only apply if the contractor is at fault. If the cause of the damage is within the Contractor's area of responsibility, the contractor shall bear the burden of proof in this respect. The contractor must insure itself against all risks arising from product liability to an appropriate amount and must submit the insurance policy for inspection, on request.
- 8.13. The contractor undertakes to maintain adequate insurance for claims based on product liability.

9. Spare Parts

- 9.1. The contractor must keep spare parts for the products delivered to us for a period of at least 10 years after delivery.
- 9.2. If the contractor intends to discontinue the production of spare parts for the products that are delivered to us, it shall notify us thereof promptly after the decision to discontinue. This decision must – subject to the preceding paragraph – be at least 6 months before discontinuation of production.

10. Third-party property rights; assignment

- 10.1. The contractor must ensure that the deliveries and services are free of copyrights, patent rights or other industrial property rights of third parties and that the exploitation of such deliveries and services by us does not infringe any patents or other industrial property rights in Germany or abroad. It shall indemnify us against all damage and costs incurred by third parties arising from any infringement of such rights or from any prohibition on use of the delivery by third parties.
- 10.2. Claims may only be assigned with our written consent. This shall not apply if there is a commercial transaction for both parties within the meaning of Section 354a of the German Commercial Code (HGB).
- 10.3. The contractual obligations of the contractor may only be fulfilled by third parties who are appointed by the contractor with our written consent. Even if consent to subcontract is granted, the contractor shall remain fully responsible for performance of the contract.

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11. Compliance

The contractor is committed to a business environment free of corruption. The contractor undertakes to refrain from corrupt conduct and other criminal acts and undertakes to take all necessary measures to avoid the same. The contractor furthermore undertakes to ensure that the statutory provisions, in particular the German Supply Chain Act (Lieferkettensorgfaltspflichtengesetz), and internationally recognized standards for the protection of the environment and respect for human rights, in particular prohibitions on child and forced labor and discrimination, regulations on minimum wages, as well as safeguards and basic rights for workers, are complied with throughout the supply chain of the delivered items. At our request, the contractor shall provide evidence of compliance with such obligations by obtaining and sending suitable documents. The contractor must also place its subcontractors under obligation to comply with the above compliance regulations. We shall be entitled to withdraw from the contract and claim compensation in the event of a lack of proof or a breach of the above compliance regulations.

12. Place of performance; jurisdiction; applicable law; miscellaneous

- 12.1. The place of performance for all the obligations of both parties is our place of business in Wolfratshausen, Germany.
- 12.2. The place of jurisdiction for all disputes arising from the contractual relationship is Munich, where the contractor is a merchant. We shall also be entitled to sue at the contractor's place of business.
- 12.3. The law of the Federal Republic of Germany applies exclusively, excluding any conflict of laws rules under private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 12.4. If any of the above provisions is or becomes invalid in whole or in part, this shall not affect the validity of the contract or the remaining provisions of these Terms and Conditions of Purchase. A provision that corresponds to the economic intention of the invalid or void provision must be found. The same procedure shall apply in case of omissions.