

General Purchasing Conditions of AEQORIS GmbH

§ 1 Scope, Form

- (1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers (“seller”). The GTCP only apply if the seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.
- (2) The GTCP apply in particular to contracts for the sale and/or delivery of movable items (“goods”), regardless of whether the seller manufactures the goods himself or buys them from suppliers (§§ 433, 650 BGB).³ Unless otherwise agreed, the GTCP in the version valid at the time of the purchaser's order or at least in the version last communicated to him in text form shall also apply as a framework agreement for future contracts of the same type, without us having to refer to them again in each individual case.
- (3) These GTCP apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the sellers only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement for consent applies in any case, for example even if we accept the seller's deliveries without reservation, knowing the general terms and conditions of the seller.
- (4) Individual agreements made with the seller in individual cases (including ancillary agreements, additions and changes) always take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation is decisive for the content of such agreements.
- (5) Legally relevant declarations and notifications by the sellers in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing, ie in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and other evidence, especially in the case of doubts about the legitimacy of the declarant, remain unaffected.
- (6) References to the validity of legal regulations only have clarifying meaning. Even without such a clarification, the statutory provisions apply unless they are directly modified or expressly excluded in the GTCP.

§ 2 Conclusion of Contract

- (1) Our order is binding at the earliest upon written submission or confirmation. The seller is ought to inform us about obvious errors (e.g. spelling and calculation errors) and incompleteness of the order

including the order documents for the purpose of correction or indicate completion before acceptance; otherwise the contract is deemed not to have been concluded.

(2) The seller is obliged to confirm our order in writing within a period of 3 days or, in particular, to carry it out unreservedly by sending the goods (acceptance). A late acceptance is considered a new offer and requires our acceptance.

§ 3 Delivery Time and Delay in Delivery

(1) The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been otherwise agreed, it is 1 week from the conclusion of the contract. The seller is obliged to inform us immediately in writing if he is unlikely to be able to meet the agreed delivery times - for whatever reason.

(2) If the seller does not provide his service or not within the agreed delivery time or if he is in default, our rights - in particular to withdrawal and damages - are determined according to the statutory provisions. The regulations in paragraph 3 remain unaffected.

(3) If the seller is in delay, we can - in addition to further legal claims - demand lump-sum compensation for our damage caused by default in the amount of 1% of the net price per full calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damage has occurred. The seller reserves the right to prove that no damage or only a significantly lower damage has occurred.

§ 4 Performance, Delivery, Transfer of Risk, Default of Acceptance

(1) The seller is not justified to have the service owed provided by third parties (e.g. subcontractors) without our prior written consent. The seller bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. limitation to stock).

(2) Delivery within Germany is “free domicile” to the place specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to our place of business in Traunstein/Germany. The respective destination is also the place of fulfillment for the delivery and any supplementary performance (obligation to deliver).

(3) A delivery note stating the date (issuance and dispatch), the content of the delivery (item number and quantity) and our order identification (date and number) must be enclosed with the delivery. If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. A corresponding notification of dispatch with the same content must be sent to us separately from the delivery note.

(4) The risk of accidental loss and accidental deterioration of the item passes to us upon delivery at the place of performance. If acceptance has been agreed, this is decisive for the transfer of risk. For the

rest, the statutory provisions of the law on contracts for work and services apply accordingly in the event of acceptance. The handover or acceptance is the same if we are in default of acceptance.

(5) The statutory provisions apply to the occurrence of our default of acceptance. However, the seller must also expressly offer us his service if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the seller can demand reimbursement of his additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to an unacceptable item to be produced by the seller (one-off production), the seller is only entitled to further rights if we have been obliged to cooperate and have been responsible for the failure to cooperate.

§ 5 Prices and Terms of Payment

(1) The price stated in the order is binding. All prices include statutory sales tax if it is not shown separately.

(2) Unless otherwise agreed in individual cases, the price includes all the seller's services and ancillary services (e.g. assembly, installation) and all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) The agreed price is due for payment within 30 calendar days of complete delivery and service (including any agreed acceptance) and receipt of a proper invoice. If we make payment within 14 calendar days, the seller grants us a 3% discount on the net amount of the invoice. In the case of a bank transfer, payment has been made on time if our bank transfer order is received by our bank before the payment deadline; we are not responsible for delays caused by the banks involved in the payment process.

(4) We do not owe any interest after due date. The statutory provisions apply to default in payment.

(5) We are entitled to rights of offsetting and retention as well as the defense of non-fulfilment of the contract to the extent permitted by law. In particular, we are entitled to withhold payments that are due as long as we are still entitled to claims from incomplete or defective services against the seller.

(6) The seller only has a right of offsetting or retention only due to legally established or undisputed counterclaims.

§ 6 Confidentiality and Retention of Title

(1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual service and are to be returned to us after the contract has been completed. The documents must be kept secret from third parties, even after the end of the contract. The confidentiality obligation only expires if and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the seller for production. As long as they are not processed, such items are to be stored separately at the seller's expense and insured to a reasonable extent against destruction and loss.

(3) Any processing, mixing or connection (further processing) of items provided by the seller is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the statutory provisions.

(4) The goods must be transferred to us unconditionally and without regard to the payment of the price. However, if we accept an offer by the seller for transfer of title that is conditional on the payment of the purchase price, the seller's retention of title expires at the latest when the purchase price for the delivered goods is paid. In the ordinary course of business, we remain authorized to resell the goods with advance assignment of the resulting claim (alternatively, validity of the simple retention of title extended to the resale) even before the purchase price is paid. In any case, all other forms of retention of title are excluded, in particular extended retention of title, forwarded retention of title and retention of title extended to further processing.

§ 7 Defective Delivery

(1) The statutory provisions shall apply to our rights in the case of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and other breaches of duty by the seller, unless otherwise specified below .

(2) According to the statutory provisions, the seller is particularly liable for ensuring that the goods have the agreed quality at the transfer of risk. In any case, those product descriptions that are the subject of the respective contract or were included in the contract in the same way as these GTCP are deemed to be an agreement on the quality. It makes no difference whether the Product description comes from us, from the seller or from the manufacturer.

(3) Contrary to Section 442, Paragraph 1, Sentence 2 of the German Civil Code, we are also entitled to unrestricted claims for defects if we were unaware of the defect at the time the contract was concluded as a result of coarse negligence.

(4) The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, with the following provision: Our obligation to inspect is limited to defects that come to light during our incoming goods inspection with an external assessment including the delivery documents (e.g. transport damage, incorrect and short delivery) or are recognizable in our quality control in the sampling procedure. If acceptance has been agreed, there is no obligation to inspect. It also depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Irrespective of our obligation to inspect, our complaint

(notification of defects) is considered to be immediate and timely if it is sent within 30 working days of discovery or, in the case of obvious defects, of delivery.

(5) Supplementary performance also includes removing the defective goods and reinstalling them if the goods were installed in another item or attached to another item in accordance with their type and intended use; our statutory right to reimbursement of corresponding expenses remains unaffected. The seller shall bear the expenses required for the purpose of testing and supplementary performance even if it turns out that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects remains unaffected; in this respect, however, we are only liable if we have recognized or failed to recognize through coarse negligence that there was no defect.

(6) Irrespective of our statutory rights and the regulations in paragraph 5, the following applies: If the seller fulfills his obligation to provide supplementary performance - at our option by eliminating the defect (repair) or by delivering a defect-free item (replacement delivery) - within a period set by us, within a reasonable period of time, we can remedy the defect ourselves and demand reimbursement of the necessary expenses or a corresponding advance payment from the seller. If the supplementary performance by the seller has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline is required; We will inform the seller of such circumstances immediately, if possible beforehand.

(7) Otherwise, we are entitled to reduce the purchase price or withdraw from the contract in the event of a defect in quality or title in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

§ 8 Supplier Recourse

(1) Our statutory recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) are unrestricted in addition to the claims for defects. In particular, we are entitled to demand exactly the type of supplementary performance (repair or replacement delivery) from the seller that we owe our customer in the individual case. Our statutory right to choose (§ 439 Para. 1 BGB) is not restricted by this.

(2) Before we acknowledge or fulfill a defect claim asserted by our customer (including reimbursement of expenses according to §§ 445a Paragraph 1, 439 Paragraph 2 and 3 BGB), we will notify the seller and ask for a written statement with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no amicable solution is brought about, the claim for defects actually granted by us is deemed to be owed to our customer. In this case, the seller is responsible for providing counter-evidence.

(3) Our claims from supplier recourse also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installing them in another product.

§ 9 Producer Liability

(1) If the seller is responsible for product damage, he must exempt us from third-party claims to the extent that the cause lies within his sphere of control and organization and he is himself liable to third parties.

(2) As part of his indemnification obligation, the seller must reimburse expenses pursuant to §§ 683, 670 BGB that result from or in connection with claims by third parties, including recall campaigns carried out by us. We will inform the seller - as far as possible and reasonable - about the content and scope of recall measures and give him the opportunity to comment. Further legal claims remain unaffected.

(3) The seller must take out and maintain product liability insurance with a flat-rate sum insured of at least EUR 10 million per person/property damage.

§ 10 Statute of Limitations

(1) The mutual claims of the contracting parties become time-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) Deviating from § 438 Section 1 No. 3 BGB, the general limitation period for claims for defects is 3 years from the transfer of risk. If acceptance has been agreed, the limitation period begins with acceptance. The 3-year statute of limitations also applies accordingly to claims from legal defects, whereby the statutory statute of limitations for material surrender claims of third parties (§ 438 Para. 1 No. 1 BGB) remains unaffected; In addition, claims arising from defects of title do not lapse under any circumstances as long as the third party can still assert the right against us – in particular in the absence of a statute of limitations.

(3) The statutes of limitations for sales law, including the above extension, apply - to the extent permitted by law - for all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of the purchase law leads to a longer limitation period in individual cases.

§ 11 Choice of Law and Place of Jurisdiction

(1) The law of the Federal Republic of Germany applies to this GTCP and the contractual relationship between us and the seller, to the exclusion of uniform international law, in particular the UN Sales Convention.

(2) If the seller is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is our place of business in Traunstein/Germany. The same applies if the seller is an entrepreneur within the meaning of § 14 BGB. In all cases,

however, we are also entitled to file suit 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 legal regulations, in particular regarding exclusive responsibilities, remain unaffected.