

General Terms of sale of AIGO-TEC GmbH

I. General terms

1. The following terms and conditions of sale in the version valid at the time of delivery or performance shall apply exclusively to our deliveries and services and all present and future business relations.
2. Deviating, contradicting or supplementary General terms and conditions shall not form part of the contract, unless their application is expressly acknowledged by us in writing. Verbal promises made by our representatives and employees as well as other agreements, including amendments to these terms of sale, shall only be valid if confirmed in writing.

II. Conclusion of agreement and performance description

1. Our offers are always subject to change without prior notice. They can be accepted within 14 days. A contract is concluded when we confirm the order in writing.
2. On placement of the order the contract partner firmly declares its intention of wanting to purchase the goods ordered. We are entitled to accept the offer to conclude an agreement, inherent in the order placement, within two weeks after receipt of the order. Acceptance is acknowledged in writing.
3. The sending of catalogues, brochures, price lists and newsletters is not to be considered an offer. Verbal commitments made by us prior to the conclusion of a contract are non-binding. To be effective, amendments and changes to the contract must take the written form. The use of telecommunications, in particular fax or e-mail, will suffice to satisfy the written form requirement.
4. The contract is concluded under the suspensive condition of us being correctly and timely supplied by our suppliers. We shall immediately inform the contract partner if a service is not available and reimburse the corresponding counterperformance immediately in the event that the contract partner withdraws from the contract.
5. With regard to on-call orders we are entitled to procure the material for the entire delivery and to immediately manufacture the entire delivery. Alteration requests by the contract partner can therefore not be taken into consideration once the contract has been concluded.
6. The consignment will be insured against theft, breakage, transport-, fire- and water-related

damage and other insurable risks only on the express request and at the expense of the other contracting party.

III. Tools/equipment/documents

1. If tools or equipment are produced by us or under our direction, we will invoice prorated tool costs for this.

These tools or this equipment will remain our exclusive property in respect of our intellectual property involved.

2. We reserve the proprietary rights or copyrights in respect of all offers and estimates submitted by us and to drawings, images, calculations, brochures, catalogues, models, tools and other documents and resources made available to the other contracting party. Without our express consent, the other contracting party may not make these objects available to third parties, either as they stand or in respect of their content; nor may they without such consent publish them, use them themselves or have third parties use them on their behalf, or reproduce them. It must if requested and required by us return these objects in their entirety to us and destroy any copies of them which may have been made, if such copies are no longer required by it in the proper course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of standard data backup procedures.

IV. Prices

1. The purchase price listed in our offers is valid for a period of 30 days from the date the offer is established. The decisive criterion in respect of the purchase price is the price listed in euro plus the respective amount of value-added tax.
2. If not stated otherwise, our prices are always ex works excluding packaging, freight and customs. In addition, other deliveries and services, such as amendments initiated by the contract partner, are invoiced separately.
3. If wage, material or energy costs alter significantly, every contractual party is entitled to demand an appropriate adjustment of the price, taking into consideration the change in circumstances.

V. Delivery and transfer of risk

1. Insofar as nothing to the contrary has been agreed, we deliver ex works.
2. The delivery dates provided by us are approximate dates and are not legally binding. Firm dates must be confirmed by us in writing. A term of delivery is considered met if the object of delivery has left our store by the time this term expires or if the contract partner has received notification of readiness for dispatch within this period. A term of delivery does not commence unless all execution details have been clarified and all other conditions to be met by the contract partner have been fulfilled.
3. Partial deliveries and services are permitted, to the extent common in trade. Partial deliveries and services are not permitted only if they are unacceptable to the contract partner.
4. If a non-binding delivery date is exceeded by more than six weeks, the contract partner is entitled to request in writing that we provide delivery within an appropriate period. If the delivery is not provided within the period of grace, the contract partner can withdraw from the agreement by means of a written declaration. The contract partner can only demand payment of damages caused by the delay or compensation for non-fulfilment, if the delay is due to a deliberate or grossly negligent breach of duty.
5. The fulfilment of our obligation to deliver requires the timely and proper fulfilment of the contractual duties of the contract partner, in particular the obligation to pay.
6. If the delivery is delayed on request of the contract partner, the contract partner must pay the resultant costs.
7. Delays in delivery and performance due to force majeure or other unforeseeable events, which considerably hamper delivery or render delivery impossible and are not due to us, entitle us to defer delivery by the period of the interference plus an appropriate start-up time or to withdraw from the agreement either completely or in part, if it has not been fulfilled.
8. Over- or short deliveries, where the quantity delivered either exceeds or falls short of the quantity ordered by up to 5%, are allowed. The price will in such cases depend on the quantity of goods actually delivered. Quantity variances of up to 2% are considered permissible discrepancies in weight. They do not affect the agreed prices and do not constitute a defect.
9. Risk is transferred at the latest at the point of handover of the delivery item (where the start of the loading procedure will be authoritative) to the hauler, freight forwarder or other third party commissioned with the execution of the dispatch to the other contracting party. This also applies to part-deliveries or other services (e.g. despatch or installation) which have been undertaken by us. Should despatch or handover be delayed due to circumstances

brought about by the other contracting party, the risk will be transferred to the latter on the day on which the delivery item is ready for despatch and we have notified the other contracting party of this.

10. The other contracting party will bear the costs of warehousing after the point of transfer of risk. In the case of storage by us, the warehousing costs will amount to 0.25% per expired week of the net invoice amount for the delivery item to be stored. Both contracting parties reserve the right to assert claims and furnish evidence for additional or lower warehousing costs.

VI. Payments

1. Payments are due on the agreed dates or within 30 days from the invoice date, without deductions.
2. The contract partner is immediately in default on expiry of the payment period, without requiring a separate reminder. In the default period the debt shall attract interest at a rate of 9% above the basic interest rate, while we reserve the right to prove higher damages caused by the default and to demand this. This does not affect any further claims resulting from the default.
3. In the event of default we can discontinue the fulfilment of our contractual obligations until receipt of payment, following written notification of the contract partner.
4. If, after concluding the contract, circumstances which cause the creditworthiness of the contract partner to be reduced, we are entitled to refuse the provision of our services and to provide the contract partner with an appropriate period during which it must match payment with delivery or provide securities. If the contract partner refuses to do this or if the period expires without any effect, we are entitled to withdraw from the contract and claim damages due to non-fulfilment.
5. The contract partner is not entitled to retain the purchase price due to counterclaims not arising from this contractual relationship. The contract partner may only offset payments in the event of undisputed or legally validated claims.

VII. Retention of title

1. The retention of title agreed below serves to secure all our current and future claims against the contractual partner arising from the supply relationship between the contractual partners (including claims for the outstanding balance of a current account relationship limited to this supply relationship).
2. The goods supplied by us to the contractual partner remain our property until all our secured claims have been paid in full. The goods as well as the goods taking their place according to the following provisions and covered by the retention of title are hereinafter referred to as the "reserved goods".
3. The contractual partner shall store the reserved goods for us free of charge. It shall be obliged to treat the reserved goods with care and in particular to insure them at its own expense against fire, water damage and theft at their replacement value. If maintenance and inspection work is required, the contractual partner must carry this out in good time at its own expense.
4. The contractual partner shall be entitled to process and sell the reserved goods in the ordinary course of business until the assertion of retained ownership rights (Section 9). Pledging and assignment of the goods as security are not permitted.
5. If the reserved goods are processed by the contractual partner, it is hereby agreed that the processing is carried out in our name and for our account as the manufacturers, and that we acquire direct ownership or - if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (proportional ownership) of the newly created item in the proportion of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership occurs in our case, the contractual partner hereby assigns its future ownership or - in the above-mentioned relationship - co-ownership of the newly created goods to us as security. If the reserved goods are combined or inseparably mixed with other goods to form a uniform item, and if other goods are to be regarded as the main object, we shall, insofar as the main object belongs to us, assign to the contractual partner proportional co-ownership of the uniform object in the proportion specified in S. 1 above.
6. In the event of resale of the reserved goods, the contractual partner hereby assigns to us by way of security the resulting claim against the purchaser - or in the case of our co-ownership of the reserved goods, a claim in proportion to our co-ownership. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We hereby revocably authorise the contracting party to collect the claims assigned to us in its own name. We may only revoke this authorisation to collect such claims in the event of the assertion of retained ownership rights.

7. If third parties access the reserved goods, in particular by seizure, the contractual partner must immediately inform them of our ownership and inform us of this in order to enable us to enforce our ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the contractual partner shall be liable to us for such costs.
8. We shall release the reserved goods and the items or claims taking their place if their value exceeds the amount of our secured claims by more than 50%. The selection of the goods or items to be released will be at our discretion.
9. If we withdraw from the contract in the event of behaviour contrary to the terms of the contract on the part of the contractual partner - in particular default of payment - (assertion of our retained ownership rights), we shall be entitled to demand the return of the reserved goods.

VIII. Warranty

1. In the absence of any other regulation in these General Terms and Conditions or some other agreement, we will be liable for defects pursuant to the statutory provisions.
2. The composition of the delivery items is described by the explicitly agreed features. A warranty for defects for a specific use or for suitability in a specific case will be offered only if this has been expressly agreed in writing. We reserve the right to the extent that may reasonably be accepted by the other contracting party to customary commercial or technically unavoidable deviations from those previously stated in terms of shape, colour, weight, mass, and the like.
3. If the goods are defective, we will initially provide either an amendment or a replacement, subject to our sole discretion. The expenses for amendment shall be borne by the contract partner if the costs increase due to the fact that the deliveries or services are made to a site other than the branch of the contract partner unless this was agreed in the contract. If three attempts at amendment fail, the contract partner can either demand a reduction in payment or a rescission of the agreement. If the infringement of the contract is only minor, in particular in the event of only minor defects, the contract partner may, however, not rescind from the agreement.
4. The contractual partner must give written notice of obvious defects without delay, at the latest within one week after receipt of the goods at the place of destination, and of hidden defects without delay, again at the latest within one week after their discovery. Otherwise the assertion of claims for defects is excluded. Timely sending of the notification is sufficient to keep within the term. The contract partners have the full burden of proof in respect of all qualifying conditions, in particular with regard to the defect itself, the time of detection of the defect and the timeliness of the notice of defects.

5. The warranty period is one year from delivery of the goods. This period does not apply to claims for compensation on the part of the customer arising from injury to life, limb or health or from intentional or grossly negligent breaches of duty of the seller or its vicarious agents, each of which will be time-barred in accordance with the statutory provisions.
6. We do not grant guarantees.
7. Processing must be discontinued immediately on detection of defects.
8. Any delivery of used items agreed on an individual basis with the other contracting party will take place under the exclusion of any form of warranty for material defects.

IX. Liability and trademark infringements

1. Insofar as fault is involved, our liability for damages, regardless of their legal basis, is limited in accordance with the provisions of this § 4.
2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees, or other vicarious agents, unless it involves a breach of essential contractual obligations.

Insofar as we are liable for damages under this clause, this liability will be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due care. In addition, indirect damage and consequential damage resulting from defects in the goods supplied by us will only be subject to compensation insofar as such damage may typically be expected when the goods supplied are used for their intended purpose.

3. If we are liable for simple negligence, our obligation to pay compensation will be limited to an amount of EUR 5 million per case of damage (corresponding to the current coverage of our product liability insurance), even if it is a case of violation of essential contractual obligations.
4. The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees, and other vicarious agents.
5. If claims are asserted against us by third parties because the supplied goods violate the statutory property rights of a third party, the contractual partner shall be liable for the violation of such property rights if we have manufactured the supplied goods in accordance with drawings, models or other descriptions or information provided by the contractual partner. In this case, the contractual partner undertakes to indemnify us on first demand from third party claims and all costs and expenses incurred. Furthermore, the contractual partner shall be obliged to inform us immediately about possible or

alleged infringements of industrial property rights.

6. The limitations of this § 4 do not apply to our liability for intent, gross negligence, for the absence of guaranteed product characteristics, for injury to life, limb or health or under product liability legislation.

X. Duty of confidentiality and data protection

1. The contract partner undertakes to treat all commercial and technical information gained during the business relationship that is not publicly known as business secrets.
2. Drawings, models, templates, samples, patterns and similar may not be made available to unauthorised third parties. Reproduction is only permitted within the context of operational needs and copyright provisions.
3. We shall be entitled to process the data relating to the contractual partner received in connection with the business relationship, regardless of whether this data originates from the contractual partner itself or from third parties, in accordance with national data protection legislation and the GDPR.
4. We shall have the right to point out in our own advertising and on our websites that our own products and services are compatible with the products and/or services of the contractual partner.

XI. Trade mark rights

1. In the event that the delivery item is in breach of third party commercial trademark rights or copyrights, we will have the choice at our own expense between exchanging the delivery item or altering it in such a way that an infringement of the rights of third parties is no longer taking place and the delivery item continues to fulfil the contractually agreed functions or granting to the other contracting party a right of use through the conclusion of a licensing agreement. Should we not succeed in doing this within an appropriate period of time, the other contracting party will be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for compensation on the part of the other contracting party are subject to the restrictions according to section IX. these General Terms and Conditions.
2. In the event of breaches of the law by products made by other manufacturers and supplied by us, we will have the choice between enforcing claims against the manufacturer and upstream supplier on the account of the other contracting party or assigning such claims to the other contracting party. Any warranty claims against us in

such cases will be admissible in accordance with this section XI only if the legal enforcement of the above-mentioned claims against the manufacturer and upstream supplier has been unsuccessful or, for example due to insolvency, has no chance of success.

XII. Other provisions

1. Place of performance and jurisdiction is our company headquarters in Giengen an der Brenz. Irrespective of this, we are also entitled to bring action against the contract partner at any other permissible place of jurisdiction.
2. Only German legislation under exclusion of international civil law applies to the contractual relationship. The provisions of the UN CISG do not apply.
3. The language of the contract is German.
4. Order confirmations and Invoices are available per post or via E-Mail.
5. We shall be entitled to assign our receivables from deliveries and services.
6. If individual provisions of the agreement with the contract partner including these terms of sale are or become totally or partially ineffective, this shall not affect the validity of the remaining provisions. In this case the contracting parties undertake to replace the ineffective provision by a provision, the economic success of which comes as close as possible to that of the ineffective provision.