

General Terms and Conditions of Purchase of AIGO-TEC GmbH (GTCP) for Production and Non-Production Material

I. Scope

1. Our General Terms and Conditions of Purchase ("GTCP") shall apply exclusively to all deliveries and services provided to us by the supplier ("Supplier"). Unless otherwise agreed, our GTCP shall be an integral part of all future contracts that we conclude with our supplier for the deliveries or services offered by the supplier, without us having to refer to the GTCP again in each individual case. We do not recognise any conflicting or additional terms and conditions or any terms and conditions that deviate from these GTCP unless we have expressly agreed to their validity in writing. These GTCP shall also apply if we accept the supplier's delivery without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from our terms and conditions of purchase.
2. Individual amendments to the contract, supplements or verbal subsidiary agreements shall only apply if they have been confirmed in writing by both parties.
3. These Terms and Conditions of Purchase shall apply in business transactions with entrepreneurs in the exercise of their commercial or independent professional activity and legal persons under public law.

II. Offer, acceptance

1. If the supplier does not object to our order within five (5) working days after receipt of our order by the supplier, the order shall be deemed accepted. The supplier is obliged to confirm our orders by means of an order confirmation.
2. Drawings, including tolerance specifications, which are specified by us in individual cases, are binding. By accepting the order, the supplier acknowledges that he has informed himself by inspection about the type of execution and scope of performance. In the event of obvious errors, spelling mistakes and miscalculations in the documents submitted by us, we shall not be bound; rather, the supplier must point out such errors to us so that the order can be corrected accordingly.

3. Orders, delivery call-offs as well as any changes thereto must be made in writing. Verbal agreements, irrespective of whether they are made before or after conclusion of the contract, shall only become effective upon our written confirmation.
4. An order confirmation of the supplier with terms and conditions deviating from our order shall not be deemed a new offer pursuant to Sec. 150 para. 2 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) and shall not confirm our order unless these deviating terms and conditions are expressly confirmed by us at least in text form.
5. The supplier may only place subcontracts with our consent.

III. Prices

The price stated in the order is binding. Unless otherwise agreed, the price includes transport, packaging as well as customs formalities and customs duties to the stated delivery address. Changes to the price due to subsequent cost increases as well as other price increases are excluded unless we have expressly confirmed an agreement to the contrary in writing. The statutory value added tax valid at the time shall apply.

IV. Delivery and packaging

1. Unless otherwise agreed, delivery shall be made DDP (Incoterms® 2020). If we have specified an order number or article number in our order, this number must be noted by the supplier in all correspondence and on all papers and delivery notes sent.
2. If delivery DDP (Incoterms® 2020) has not been agreed, the supplier shall make the goods available in good time, taking into account the time for loading and dispatch to be agreed with the forwarder.
3. The delivery date specified in the order is binding. The supplier shall be fully responsible for procuring the supplies and services required for its delivery and performance, even if it is not at fault. Upon expiry of the delivery date specified in the calendar, the supplier shall be in default even without a special reminder. The supplier shall indemnify us on first demand against claims of third parties which we have to pay due to his default. If deliveries have to be accelerated through the supplier's fault, the supplier shall bear the necessary additional costs incurred as a result.
4. The supplier is obliged to inform us immediately and at least in text form if it becomes apparent to him that there are difficulties with regard to the supply of input

materials or similar circumstances which indicate that the agreed quantities, delivery dates or the agreed quality according to the order cannot be met.

5. The unconditional acceptance or payment by us of the delayed delivery or service shall not constitute acceptance or a waiver of the rights to which we are entitled on account of the delayed delivery or service.
6. In the event of a delay in delivery on the part of the supplier, we shall be entitled to the statutory claims without restriction, including the right to withdraw from the contract and the claim for damages instead of performance after the fruitless expiry of a reasonable grace period. In the event of delays in delivery, we shall also be entitled to demand a contractual penalty from the supplier in the amount of 0.2% for each commenced working day of the delay in delivery, up to a maximum total of 5.0% of the respective delivery value net. The contractual penalty shall be offset against any actually higher damage caused by the delay. The supplier shall be entitled to prove to us that no damage or significantly lower damage has been incurred as a result of the delay.
7. The deliveries and goods shall be packed in such a way that transport damage is avoided. Reusable packaging shall be taken back by the supplier free of charge and collected by the supplier. If this is not possible, the supplier shall bear the disposal costs invoiced to us. If the purchase price is to be calculated according to the weight of the goods, the weight of the packaging (tare weight) shall be deducted.
8. The supplier shall, at its own expense, comply with the legal and contractual requirements for packaging, in particular in accordance with the German Packaging Act applicable at the time, and shall ensure the appropriate required packaging, registration and labelling, the latter also in relation to hazardous substances.

V. Transfer of risk

The risk of accidental loss and accidental deterioration of the goods shall pass to us in accordance with the agreed terms of delivery (Incoterms® 2020).

VI. Invoice and payment

1. Invoices must be submitted by the supplier in proper form, in particular stating our order number, the item number, the delivery quantity, the order item and the delivery

address. In addition to this, the invoices must contain the tax information in accordance with Sec. 14 UStG in the current version, in particular tax number, date of performance, delivery note number, etc. Should one or more of these details be missing, we shall be entitled to reject invoices and to assert a right of retention of the purchase price. Payment periods shall only commence upon receipt of a proper invoice.

2. Unless otherwise agreed in writing, we shall pay the purchase price due after delivery and receipt of a proper invoice within 14 days with a 3% discount or within 90 days strictly net. If the receipt of the goods is later than the receipt of the invoice, the discount period shall only commence from the date of receipt of the goods.

VII. Force Majeure

1. "Force Majeure" means the occurrence of an event or circumstance which prevents a Party from performing one or more of its obligations under the Contract if and to the extent that the Party affected by the hindrance proves that (a) such hindrance is beyond its reasonable control and (b) it could not reasonably have been foreseen at the time of entering into the Contract and (c) the effects of the hindrance could not reasonably have been avoided or overcome by the Party affected.
2. In the event of proof to the contrary, a case of force majeure within the meaning of the preceding paragraph shall be presumed in particular, but not conclusively, in the case of the following events: war, acts of terrorism, currency and trade restrictions, embargo, sanctions, official acts, compliance with laws or government orders, expropriation, epidemic, natural disaster, extreme natural event, explosions, fire, destruction of equipment, general labour unrest, in particular boycotts, strikes and lockouts.
3. A party who successfully invokes this clause shall be suspended from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract from the time when the impediment makes it impossible for it to perform, provided that this is notified immediately. If the effect of the obstacle or event invoked is temporary, the consequences just set out shall apply only for as long as the obstacle invoked prevents the performance of the contract by the party concerned. If the impediment or event of force majeure at the affected party lasts longer than 60 days, the other party is entitled to extraordinary termination or withdrawal from the contract. Mutual claims for damages due to this termination or withdrawal are excluded.

VIII. Property and tools

1. We remain the owner of all tools, tool drawings, devices or models which we make available to the supplier or which are paid for by us. With regard to the tools, tool drawings, devices or models which are manufactured by the supplier himself for contractual purposes and are made available to the supplier directly by the manufacturer, the supplier declares already to transfer the ownership of this object to us with its creation and to possess the object not as his own but for us. Unless otherwise agreed, the tools, tool drawings, devices or models shall be made available to the supplier free of charge for the duration of the order and may be collected by us at any time.
2. All items in our ownership must be permanently marked by the supplier as our property, carefully stored, insured against damage of any kind and insured for the replacement value and only used for the purposes of the contract. The supplier shall notify us immediately of any damage to these items that is not merely insignificant. The supplier shall maintain the items at his own expense and carry out regular maintenance. Upon request, he is obliged to return the items to us in proper condition if they are no longer required by him for the performance of the contracts concluded with us.
3. Tool costs for the tools required for the manufacture of the contractual parts shall only be paid by us after written approval of the initial sampling, unless otherwise agreed.
4. The supplier has no right of retention to our property

IX. Warranty; material defect claims

1. The supplier warrants that all deliveries and services comply with the agreed specifications, the latest state of the art, all relevant legal provisions as well as the regulations and guidelines of authorities, professional associations and trade associations.
2. The supplier shall grant a warranty period of 54 months on its delivery to us. If, in the course of the liability for material defects in goods, the supplier carries out a rectification or subsequent performance, the limitation period shall begin again from the time at which the supplier has completely performed the rectification or subsequent performance.

3. We undertake to randomly inspect the goods upon receipt for externally visible transport damage as well as identity and quantity deviations and to notify the supplier of any defects within 10 working days of our receipt of the goods. The inspection obligation is limited to a reasonable inspection. In this respect, the supplier waives the objection of delayed notification of defects.
4. If defects only become apparent during the production process or subsequently at our customers, the complaint shall be made in good time if it is made in the ordinary course of business after discovery of the defect or receipt of information about a defect from our customers. The supplier undertakes to carry out an outgoing goods inspection.
5. Payments or partial payments on the purchase price or on the remuneration shall neither signify an acceptance nor an acknowledgement that the subject matter of the contract is free of defects.
6. If costs are incurred by us or our customers as a result of the defective delivery, such as transport, labour handling or material costs, the supplier shall also be liable for these costs.
7. We are entitled to demand exactly the type of subsequent performance from the supplier that we owe our customer in the individual case. Our statutory right of choice pursuant to Sect. 439 (1) of the German Civil Code (BGB) shall not be restricted hereby. Insofar as our customers have agreed with us on a reference market procedure or a similar procedure customary in the industry for the determination and settlement of warranty cases and apply it to us due to the defectiveness of the supplier's products, this procedure shall also apply equally to the relationship between the supplier and us.
8. The supplier shall be responsible for the fault of its subcontractors as for its own fault

X. Liability, product liability

1. Unless otherwise agreed, the supplier shall be liable in accordance with the statutory provisions.
2. If a recall occurs in connection with the supplier's goods delivered to us, whether ordered by the authorities or initiated by us or our customer, we shall inform the supplier of the recall and, if possible, give the supplier the opportunity to cooperate.

However, prior information and consultation of the supplier may then be omitted if the recall is particularly urgent due to a hazardous situation. Within the scope of the recall, the supplier shall be liable for all resulting damages, costs and expenses of us and our customers to the extent that the supplier is responsible for the defect causing the recall. Any contributory negligence on the part of us or our customer shall be taken into account accordingly when bearing the costs. Other statutory claims shall remain unaffected.

3. If the supplier is responsible for a product defect, he shall be liable in accordance with the applicable product liability laws and shall be obliged to indemnify us against claims for damages by third parties upon first request.
4. The supplier is obliged to take out business and product liability insurance (including extended cover with inclusion of installation and removal costs) to a sufficient extent and to maintain it for the duration of the supply relationship, i.e. until the respective expiry of the limitation period for defects. The product liability insurance must also cover the installation and removal costs. In this respect, the scope of the insurance cover shall be based on the statutory maximum liability limits of the German Product Liability Act valid at the time. Upon request, the supplier shall immediately send us a copy of a valid insurance policy as well as proof that the insurance policy has been paid. The existence of the insurances does not lead to a limitation of liability of the supplier to the amount of the insurances

XI. Quality standards and property rights

1. The supplier guarantees that the deliveries comply with the recognised rules of technology, the safety and other statutory regulations, the agreed technical data (including DIN standards or EU standards) and the warranted properties. Changes to the delivery item require our prior consent. Furthermore, the VDA prohibition list and the list of declarable substances shall apply

Furthermore, the supplier shall ensure that the delivered goods or services comply with the applicable laws and regulations, in particular with regard to environmental protection, electrics, electromagnetism, etc., which apply in the country of manufacture and distribution.

2. Products subject to mandatory marking according to the currently valid EU directives must be supplied with the corresponding CE mark and the declaration of conformity.

3. Our Quality Assurance Agreement (QAA) shall apply in the respective current version. In the event of significant quality problems, we are entitled to check the effectiveness of the quality management system on site at the supplier with our customers.
4. The supplier shall constantly check the quality of its goods. In doing so, the supplier shall record when and in what manner he has inspected the delivery items or had them inspected and what results these inspections have produced. The inspection documents shall be kept for 15 years and presented to us upon request.
5. The supplier warrants that no third party industrial property rights are infringed by deliveries and services supplied by him and their intended use. He shall be liable to us without limitation for infringements of industrial property rights and shall be obliged to indemnify us against all claims made by third parties against us on account of an infringement of industrial property rights and to reimburse us for all necessary expenses in connection with this claim. These claims do not exist insofar as the supplier proves that he is not responsible for the infringement of industrial property rights. Our further legal claims remain unaffected by this

XII. Confidentiality

1. The supplier is obliged to treat all commercial, operational and technical information or items strictly confidential which are not in the public domain and which are disclosed or become known to him within the business relationship and not to disclose them to third parties without our prior consent. He shall impose the same obligation on his subcontractors to whom he lawfully discloses our information or items. In the event of a breach of the duty of confidentiality, we reserve the right to claim damages.
2. Drawings, models, parts, templates, calculations, descriptions, samples and the like provided by us to the supplier for the execution of the order shall remain our property and may not be disclosed or provided to unauthorised third parties without our prior consent. Reproduction is only permitted within the scope of operational requirements and copyright provisions. They are to be returned after the order has been executed. The supplier shall return these items or documents to us in full at our request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Copies made by the supplier must also be securely destroyed upon return; the only exceptions to this are secure storage within the framework of statutory storage obligations and the storage of data for backup purposes within the framework of the usual data backup (automatic back-up).

3. We are entitled to refer to the fact that our own products and services are compatible with products and/or services of the supplier within the framework of our own advertising presence as well as on our Internet presence.

XIII. Compliance with regulatory requirements and ordinances, REACH

1. Insofar as the regulations EC No. 1907/2006 of 18 December 2006 ("REACH Regulation") and EC No. 1272/2008 of 16 December 2008 ("CLP Regulation") are applicable, the Supplier warrants that all substances contained in the delivered goods have been effectively pre-registered and authorised in accordance with the REACH Regulation and the CLP Regulation, including all supplements, amendments, guidelines and all national laws applicable in connection with the REACH or CLP Regulation. with the CLP Regulation are effectively pre-registered, registered and authorised with the relevant requirements of the REACH Regulation and the CLP Regulation. The list of substances can be found at: <https://echa.europa.eu/substances-restricted-under-reach>. After updating of this list by ECHA, the supplier has to ensure an immediate review of his products.
2. In the event that such ingredients are used, the supplier must ensure that these substances are substituted in consultation with us.
3. The Supplier warrants that it will provide us with an up-to-date, complete safety data sheet that complies with the requirements of the REACH or CLP Regulation with each delivery.
4. If a product delivered to us contains a SVHC substance, this must be indicated with the following article-specific data for each delivery: (i) article number and description, (ii) chemical name and CAS number of the SVHC substance, (iii) concentration (weight percentage) of the SVHC substance.
5. Suppliers supplying goods from outside the European Union to the European Union undertake to make the necessary registrations for products referred to in Title II of REACH and to appoint an Only Representative in accordance with Article 8 of REACH who will fulfil the obligations of an importer arising from Title II of REACH.
6. If we are not notified of these ingredients, we assume that the products supplied do not currently contain any SVHC substances.
7. Insofar as the delivered goods fall under the provisions of Directive 2011/65/EU of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical

and electronic equipment (Restriction of Hazardous Substances - RoHS), the Supplier warrants to comply with its provisions as well as the national implementations, in particular the Ordinance on the Restriction of the Use of Hazardous Substances in Electrical and Electronic Equipment (Elektro- und Elektronikgeräte-Stoff-Verordnung - Elektro-StoffV).

8. If the supplier culpably violates one of the above-mentioned obligations, he shall indemnify us and our customers against all costs, claims of third parties and other disadvantages resulting from the violation upon first request. Furthermore, we are entitled at any time to cancel the corresponding order immediately and to refuse acceptance of the corresponding delivery without incurring any costs. Any existing claims for damages shall remain unaffected by this. Cancellation or refusal of acceptance shall not constitute a waiver of any claims for damages.

XIV. Compliance

1. The Supplier undertakes to comply with all laws and regulations applicable to it, in particular the respective statutory regulations on the treatment of employees, occupational safety and compliance with environmental protection. The Supplier undertakes to comply with the guidelines of the UN Global Compact Initiative (www.unglobalcompact.org), which essentially concern the protection of human rights, the prohibition of child and forced labour, the elimination of discrimination and the assumption of responsibility for the environment, as well as with the UN Guiding Principles on Business and Human Rights.
2. The supplier expressly assures to comply with the currently valid laws regulating the minimum wage and to oblige sub-suppliers commissioned by him to comply to the same extent. Upon request, compliance, including in the supply chain, shall be proven to us. In the event of a breach of the above assurance, the supplier shall indemnify us against all claims of third parties upon first request and shall be obliged to reimburse us in full for any fines in this connection.
3. The supplier is obliged to comply with all currently valid anti-corruption and anti-trust regulations in the business relationship with us or in other business dealings. The supplier shall take appropriate measures to avoid bribery offences or competition violations in his company.
4. The supplier shall ensure that the regulations contained in this clause are also observed and complied with by its sub-suppliers.

5. In the event of serious violations of the obligations arising from this clause or serious violations of the law, we shall be entitled to withdraw from individual orders or to terminate existing contracts without notice.
6. Insofar as the supplier carries out construction, assembly, maintenance or other work in our company within the scope of the delivery, the conditions set out under <https://www.aigo-tec.com/en/purchasing> must be observed. The above-mentioned occupational health and safety and fire prevention regulations are part of these terms and conditions of purchase. The aforementioned occupational health and safety and fire prevention regulations are part of these Terms and Conditions of Purchase.
7. Sustainability guidelines, as published on our homepage at: <https://www.aigo-tec.com/en/company/code-of-conduct/guideline-for-sustainability>, are binding for the supplier and become part of the contract.
8. The supplier enables us to monitor compliance with clauses 1, 2, 3, 4, 6 and 7 of this section by ourselves or by third parties obliged to maintain secrecy. For this purpose, the supplier shall provide information immediately upon our request, provide all necessary information (e.g. documents) immediately and allow us or third parties commissioned by us to inspect and/or examine the facts on site after reasonable advance notice.

XV. Customs, export control

1. Supplier represents that it is familiar with and fully complies and will continue to comply with all applicable trade and customs laws, regulations, directives, sanctions and embargoes ("Trade Control Laws") of Switzerland, the European Union, the United States of America or any other jurisdiction that may apply to the Goods supplied under this Contract, including, but not limited to, all necessary clearance requirements, certificates of origin, export and import licenses and exemptions, and the proper filing of all required documentation with the appropriate governmental authorities and/or disclosure of the release or transfer of Goods and their components, embedded software and technology. The supplier is obliged to inform us immediately if the supply of goods or services under an order is or will be subject to trade control laws.
2. The supplier undertakes to identify the use of so-called "conflict minerals" (tin, gold, tantalum, tungsten) in its supply chain and to take appropriate measures to ensure that materials and components supplied to us do not contain any conflict minerals pursuant to Sec.e 1502 of the US Dodd-Frank Act and Regulation (EU) 2017/821 of the

European Parliament and of the Council of 17 May 2017. May 2017 establishing supply chain due diligence obligations for Union importers of tin, tantalum, tungsten, their ores and gold from conflict and high risk areas.

3. The supplier shall be obliged to notify us of the trade policy and the respectively prescribed preferential origin for its goods in a binding manner. For deliveries of goods within the European Union (EU), the supplier shall issue a long-term supplier's declaration in accordance with the applicable EU implementing regulation, if requested by us. For deliveries of goods from a free trade agreement or preferential agreement country, the supplier shall also attach the prescribed proof of origin.
4. All deliveries of goods by the supplier to us across customs borders must be accompanied by the necessary documents, such as commercial invoice, delivery note and the information required for a complete import customs declaration.
5. Within the scope of export control, the supplier is obliged to inform us of any licensing requirements or restrictions on (re-)exports of its goods in accordance with German, European, US American and the export and customs regulations of the country of origin of its goods and, in the event of any licensing requirement on the goods or technologies, to notify us immediately of the information required in each case.
6. Customs duties or charges arising from customs clearance shall be borne by the supplier unless otherwise agreed.

XVI. Additional conditions for contracts for work and services

1. The statutory law on contracts for work and services shall apply to work and services performed by the supplier. If the supplier owes the installation or assembly as part of his work performance, not only the delivery item but also the installation or assembly shall be provided free of defects. Unless otherwise agreed, the supplier shall bear all necessary expenses, including travel expenses.
2. If acceptance is provided for the type of performance, the risk in the work shall not pass to us until acceptance has taken place. The Seller shall formally inform us of the acceptability of its work and agree a date with us for acceptance. We shall not be obliged to accept the work if the work to be accepted deviates from the specifications in a manner that is not merely insignificant. The supplier shall draw up an acceptance report on the acceptance.

3. The supplier shall provide us with the necessary documentation for his plant and shall train our personnel on request, if necessary with a separate order.
4. The Supplier shall ensure that it complies with all applicable statutory provisions and other regulations with which it must comply for the employment of persons.

XVII. Additional conditions for the purchase of technical equipment and facilities

1. The supplier of technical installations and equipment ("installations") shall ensure that these installations do not consume more energy than is necessary for their intended use. For the design of installations, energy-efficient drives, motors (according to IEC 60034-30-1) and other active components shall be used as far as possible. The total energy demand of the installation shall not exceed that of a comparable reference installation of the same design and size/power.
2. The rated power of installations shall be selected so that it is sufficient for the intended use of the installation, but not excessively oversized.
3. The supplier of technical systems and equipment shall inform us about the required manner of operation, necessary maintenance and servicing measures, inspections required for proper use and trouble-free operation and shall hand over corresponding documents, e.g. maintenance instructions.
4. The Supplier shall ensure that it complies with all applicable statutory provisions and other regulations with which it must comply for the employment of persons

XVIII. Additional Conditions for Building Services Architectural and Engineering Services

1. The supplier of building technology architectural and engineering services is obliged to use only electrical equipment tested in accordance with DGUV V3. The use of such equipment shall be at the supplier's risk.
2. The supplier may not independently change our settings on energy supply, heating, ventilation and air conditioning systems; if this is necessary for the execution of his work, then he must first obtain our written permission.

3. The supplier shall keep the windows and doors of our premises closed when carrying out his work at our request and keep any disruption to our operations to a minimum.
4. The Supplier shall ensure that it complies with all applicable statutory provisions and other regulations with which it must comply for the employment of persons.

XIX. Other

1. The place of performance and jurisdiction for all disputes arising from the contractual relationship is Giengen an der Brenz. We are also entitled to sue the supplier at any other permissible place of jurisdiction.
2. The supplier shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been recognised by us in writing. This does not apply to claims which are directly based on the same contractual relationship and are reciprocal. Furthermore, the supplier is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.
3. The contractual relationship shall be governed exclusively by German law. The application of the UN Sales Convention (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980) is excluded. The contractual language is German.
4. The supplier is not entitled to assign its claims arising from the contractual relationship to third parties, Sec. 354a HGB remains unaffected.
5. Should one of the provisions of these GTCP be invalid, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with a provision that comes as close as possible to the invalid provision in terms of economic success.