

General Terms and Conditions of Purchase of IAMT-Group (December 2020)

§ 1 Scope

- 1 The following Terms and Conditions of Purchase (**GPC**) shall apply exclusively to all contracts concluded between a supplier and one of the German companies belonging to IAMT Group, in particular IAMT Ingenieurgesellschaft für allgemeine Maschinentechnik mbH, IAMT Engineering GmbH & Co. KG, IAMT Chassis Systems GmbH & Co. KG, IAMT mechatronics GmbH, IAMT Prüfsysteme GmbH, IBAF GmbH and IBAF Industrial Solutions GmbH (**IAMT**) regarding the provision of deliveries and services of the supplier towards IAMT. By its delivery or performance to IAMT, the supplier accepts these GPC.
- 2 Any terms and conditions of supplier that conflict with or deviate from these GPC shall not be accepted, unless IAMT has expressly agreed upon them in writing. These GPCs shall also apply in cases where IAMT accepts deliveries or services from Supplier and/or makes payments for such deliveries or services without contradicting Supplier's terms and conditions that deviate from or conflict with these GPCs (whether or not IAMT is aware of them). Any reference or indication by supplier to the application of its terms and conditions is hereby expressly rejected.
- 3 Individual agreements made between IAMT and supplier (including supplementary agreements, additions and amendments to purchase orders and contracts) shall in any case take precedence over these GPC. The content of such agreements shall be governed by a written agreement or written confirmation by IAMT, unless proven otherwise.
- 4 Once the GPC have been used once vis-à-vis a supplier, these GPC shall also apply to all future transactions with the supplier, without IAMT having to refer to them again in each individual case.
- 5 These GPC shall apply exclusively to entrepreneurs (§ 14 German Civil Code), legal entities under public law or special funds under public law within the meaning of § 310 para. 1 German Civil Code.

§ 2 Orders and Contracts

- 1 IAMT's requests to the supplier regarding the supplier's deliveries or services and the terms and conditions of the supplier's deliveries or services or IAMT's requests for quotations do not bind IAMT in any way.
- 2 An offer by IAMT to enter into an agreement (**purchase order**) shall only be valid and binding if it is made in text form within the meaning of § 126b German Civil Code (**text form**).
- 3 The supplier shall accept a purchase order of IAMT within three (3) working days in text form (**order confirmation**) or by unconditional provision of goods or services. Any order confirmation received later or deviating from the purchase order shall be deemed a new offer and must be accepted by IAMT in text form in order to be effective.
- 4 IAMT may at any time after order confirmation by the supplier request changes to the delivery or service to be provided by the Supplier. In such case, the supplier shall immediately inform IAMT of the effects of such change request, in particular with regard to additional or reduced costs and the delivery date, and the parties shall agree on a reasonable adjustment of the contract, if necessary.

§ 3 Prices and Terms of Payment

- 1 The price stated in the purchase order is binding. Unless otherwise stated, the price stated in the

purchase order includes the statutory turnover tax and all ancillary costs of the supplier, in particular packaging, freight, insurance, assembly and any commissioning costs.

- 2 Unless otherwise agreed, the price includes delivery DDP according to INCOTERMS 2020 to the destination specified in the contract.
- 3 If, according to the agreement reached, the price does not include packaging and the costs for the packaging - not only provided on loan - is not expressly determined, it shall be charged at the proven cost price. Upon request of IAMT, supplier shall take back the packaging at its own expense.
- 4 Invoices can only be processed by IAMT if they state the order numbers, codes and cost unit as specified in the purchase order. If the invoice is incomplete, IAMT shall not be responsible for any resulting delays in the processing and payment of the delivery or service.
- 5 Unless otherwise agreed, payments shall be made by IAMT within 30 calendar days after delivery of the complete goods or provision of the full services (including any agreed acceptance) and receipt of a verifiable invoice that meets the statutory requirements under applicable law. If IAMT makes payment within 14 days, the supplier shall grant a discount of three (3) % on the net amount of the invoice.
- 6 Payment of the invoice shall be effected by bank transfer. Other payment modalities as well as credit note or offsetting procedures shall be agreed separately between the parties.
- 7 Payment of the invoice shall be based on the volumes and quantities of the delivery or service determined by IAMT.
- 8 IAMT shall not be liable to pay default interest. In the five (5) percentage points above the base interest rate pursuant to § 247 German Civil Code p.a.
- 9 Supplier shall only be entitled to set off counterclaims if such counterclaims have been acknowledged by IAMT or have been finally adjudicated upon with legal effect.
- 10 Unless otherwise agreed between the parties, IAMT shall not pay for any preparatory work, cost estimates, offers and plans of Supplier.

§ 4 Delivery Time and Delay in Delivery

- 1 The delivery or performance time stated in the purchase order is binding. Early deliveries or services are not permitted. Unless otherwise agreed, the supplier is not entitled to make partial deliveries or render partial services.
- 2 Supplier shall notify IAMT immediately in text form if circumstances occur or become apparent to supplier that it will not comply with the agreed delivery or performance time. This shall not affect the occurrence of default on the part of the supplier.
- 3 In the event of default, IAMT shall be entitled to the statutory claims under applicable law. The provision in clause 4 shall remain unaffected.
- 4 If supplier is in default, IAMT shall be entitled - in addition to any further statutory claims - to claim liquidated damages for damages caused by delay in the amount of 0.25 % of the net order value per completed calendar day; however, liquidated damages for damages caused by delay, which become due according to this provision, shall not exceed five (5) % of the net order value. The supplier

reserves the right to prove that IAMT has suffered no damage at all or only a substantially lower damage. IAMT reserves the right to prove that IAMT has suffered higher damages.

§ 5 Place of Delivery, Transfer of Risk, Documents and Quality Inspections

- 1 Unless otherwise agreed, the delivery or service must be made to/at the destination specified in the purchase order. The place of destination shall also be the place of performance for the delivery or service as well as any subsequent performance (obligation to be performed at the place of performance).
- 2 Acceptance of the delivery or service by IAMT shall only take place Monday to Friday from 6:00 a.m. to 4:00 p.m., with the exception of bank holidays at the place of destination.
- 3 Supplier shall bear the risk of accidental loss and accidental deterioration of the delivery or service item until its handover at the place of performance. If acceptance has been agreed, this shall be decisive for the transfer of risk. If IAMT is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 4 The occurrence of a default of acceptance on the part of IAMT shall be governed by the statutory provisions. Supplier shall be obliged to expressly offer its delivery or service even if a specific or determinable calendar period has been agreed upon for any action or cooperation by IAMT. In the event that IAMT is in default of acceptance, supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 German Civil Code). If the contract concerns an unacceptable item to be manufactured by the supplier (custom-made product), the supplier shall only be entitled to further rights if IAMT undertakes to cooperate and is responsible for the failure to cooperate.
- 5 The supplier is obliged to enclose the relevant shipping note with the delivery or service. All shipping notes and other shipping documents shall indicate the purchase order number, coding and cost unit; if the supplier fails to do so or if the shipping note or other shipping documents are incomplete, IAMT shall not be responsible for any resulting delays in processing and payment of the delivery or service.
- 6 During the term of the contract, IAMT shall be entitled, after prior notice and during normal business hours, to enter the business premises of the supplier in order to inform itself about the status of production or execution of the delivery or service and to carry out or have carried out quality inspections.

§ 6 Claims for Defects, Examination of Defects and Limitation Period

- 1 The commercial duty to inspect and give notice of defects shall be governed by the statutory provisions (§§ 377, 381 German Commercial Code), subject to the following provision: IAMT's duty to inspect shall be limited to defects that become apparent during an incoming goods inspection under external examination, including the shipping documents (e.g. transport damage, wrong and short delivery) or that are identifiable during a quality control by random sampling. In all other respects it depends on the extent to which an examination taking into account the circumstances of the individual case is feasible in the ordinary course of business. IAMT's obligation to give notice of defects discovered at a later date shall remain unaffected. Without prejudice to IAMT's obligation for inspection IAMT's complaint shall be deemed to be prompt and timely if it is sent within five (5) working days of its discovery, or in the case of obvious defects within five (5) working days of delivery.
- 2 IAMT shall be entitled to the full statutory warranty claims under applicable law; Irrespective thereof, IAMT shall be entitled to demand from the supplier, at its option, the removal of the defect or the delivery of a conforming good or the production of a new work

(replacement delivery). In such case, supplier shall bear all expenses necessary for the purpose of removing the defect or delivering a conforming good or producing a new work. The right to damages, in particular to damages for non-performance, is expressly reserved.

- 3 Acceptance or approval of samples or specimens submitted by the supplier to IAMT shall not constitute a waiver of warranty claims by IAMT.
- 4 The limitation period for claims for defects shall be three (3) years, calculated from the transfer of risk, in deviation from § 438 para. 1 no. 3 and § 634a para. 1 no. 1 German Civil Code, unless the statutory law mandatorily provides for longer periods. The limitation period shall also apply accordingly to claims arising from defects of title; § 438 para. 1 no. 1 German Civil Code shall remain unaffected. Furthermore claims based on defects of title shall not become time-barred under any circumstances, as long as a third party can still assert the right - in particular in the absence of a limitation period - against IAMT.
- 5 In the event of a replacement delivery or removal of defects, the warranty period for replaced or repaired parts shall start anew, unless IAMT had to assume, based on the supplier's conduct, that it did not feel obliged to take such action, but carried out the replacement delivery or removal of defects only as a gesture of goodwill or for similar reasons.
- 6 The limitation period shall be suspended from the receipt of the notification of defects until the supplier successfully remedies the defect, the subsequent performance has failed or the claims for (further) subsequent performance have been rejected. The period in which the limitation period is suspended shall not be included in the limitation period. The statute of limitations shall commence at the earliest three (3) months after the end of the suspension.

§ 7 Supplier Recourse

- 1 IAMT shall be entitled to the statutory rights of recourse within a supply chain (supplier recourse according to §§ 445a, 445b, 478 German Civil Code) without limitation in addition to claims for defects. In particular, IAMT shall be entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement) that IAMT owes to its customer in the individual case. This shall not restrict IAMT's statutory right of choice (§ 439 para. 1 German Civil Code).
- 2 Before IAMT acknowledges or fulfills a claim for defects asserted by its customer (including reimbursement of expenses pursuant to § 445a para. 1, 439 para. 2 and 3 German Civil Code), IAMT shall - after notifying the supplier and giving a brief description of the facts - request a written statement from supplier. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by IAMT shall be deemed to be owed to IAMT's customer. In this case, the supplier shall be responsible for providing proof to the contrary.
- 3 IAMT's claims under supplier's recourse shall also apply if the defective good or defective work have been further processed by IAMT or another contractor, e.g. by incorporation into another product.

§ 8 Acceptance and Commissioning

If acceptance has been agreed upon, IAMT and supplier shall carry out an acceptance inspection at the place of destination, including a trial commissioning of the delivery or service item. A written protocol shall be drawn up and signed by both parties. Acceptance shall be deemed completed when the agreed characteristics and specifications as well as the agreed function of the delivery or service item have been fulfilled or given without defects and commissioning has been carried out without defects.

§ 9 Spare Parts

The supplier is obliged to keep spare parts for the delivery or service item in stock for a period of ten (10) years from the time of delivery or provision of the service. The further supply of spare parts must be ensured by the supplier.

§ 10 Producer's Liability

- 1 In the event that a claim is made against IAMT on the basis of producer's liability, product liability, or other liability issues arising from a defect in the goods delivered or services provided by the supplier, the supplier shall indemnify IAMT upon first request against any liability arising from the defect, provided that the supplier is responsible for the defect and is itself liable in relation to third parties.
- 2 In this context, supplier shall also reimburse IAMT for any expenses pursuant to §§ 683, 670 German Civil Code or §§ 830, 840, 426 German Civil Code arising from or in connection with a third-party claim, including a recall action conducted by IAMT towards third parties. IAMT shall inform the supplier - to the extent possible and reasonable - of the content and scope of the recall measures to be carried out and shall give the supplier the opportunity to give a statement. Any further statutory claims shall remain unaffected.
- 3 Supplier shall be obliged to take out and maintain a business and product liability insurance with a lump sum coverage of € 10 million each for personal injury and € 10 million for property damage, unless otherwise agreed upon in individual cases. Upon request supplier shall provide IAMT with a copy of the insurance contract.

§ 11 Industrial Property Rights

- 1 The supplier shall ensure by appropriate research, taking into account the customary standard of commercial and industrial care, that the delivery or service to be provided and the results thereof do not infringe copyrights, rights of use and industrial property rights as well as patentable legal positions of third parties (property rights) in the supplier's country of origin, in the Federal Republic of Germany, the European Union, the USA and Canada.
- 2 In the event that claims are asserted against IAMT by third parties due to infringement of property rights, supplier shall indemnify IAMT against such claims upon first request. This indemnification obligation shall also apply to all expenses necessarily incurred by IAMT as a result of or in connection with the claim asserted by a third party.
- 3 The indemnification obligation pursuant to paragraph 2 shall not apply if supplier proves that it is neither responsible for the infringement of the property rights nor should have been aware of it at the time of delivery or performance taking into account the customary standard of commercial and industrial care. The obligation to indemnify pursuant to paragraph 2 shall also not apply if the delivery or service item was manufactured by supplier in accordance with plans, calculations or equivalent documents received from IAMT and supplier did not know and, in connection with the delivery or service item, did not have to know without gross negligence that the use of the delivery or service item would infringe the property rights of third parties.
- 4 Supplier shall immediately notify IAMT of any risks of infringement and cases of infringement that become known to it.
- 5 Any copyrights, industrial property rights and similar legal positions of the supplier regarding the delivery or service item arising in connection with the contract shall be transferred to IAMT upon their creation without any additional remuneration owed by IAMT. Such rights shall be unrestricted in terms of content, time and place and shall be exclusive and may be transferred, enhanced, amended, published, reproduced, used and exploited by IAMT in any other way. Supplier shall ensure, by entering into

appropriate agreements with its employees and other agents, that IAMT's rights under the first and second sentence above are fulfilled.

§ 12 Provision of Materials, Tools and Reservation of Title

- 1 IAMT reserves all rights of title and copyrights to illustrations, drawings, calculations, and other documents provided by IAMT to the supplier; they may not be made available to third parties without the express written consent of IAMT. They shall be used exclusively for the purpose of provision of the delivery or service; after provision of the delivery or service, they shall be returned to IAMT immediately and without request. Any copies made by supplier shall be destroyed, with the exception of those copies made for safekeeping within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
- 2 If IAMT in connection with the performance of the contract provides items, parts, materials, means of production or the like (materials) to the supplier, IAMT reserves the right of title thereof. Such materials - as long as they are not processed - shall at the expense of the supplier be stored separately for IAMT and insured to a reasonable extent against destruction and loss. Upon request the supplier shall provide IAMT with proof of such insurance coverage. Any processing or transformation of materials by the supplier shall be carried out on behalf of IAMT. If IAMT's materials are processed together with other items not belonging to IAMT, IAMT shall acquire joint ownership of the new good in proportion of the value (invoice value) of the materials to the other processed items at the time of processing.
- 3 In the event that in connection with the performance of the contract IAMT provides any workpieces, moulds or tools to the supplier, or the supplier manufactures them on behalf of IAMT in order to achieve the purpose of the contract, the supplier shall return such workpieces, moulds and tools to IAMT after the performance of the contract. IAMT reserves the right of title of the tools, workpieces and moulds provided to the supplier. The supplier shall be obliged to use the tools, moulds or workpieces handed over exclusively for the manufacturing of the goods and provision of the services ordered by IAMT. The supplier shall further be obligated to mark tools, moulds and workpieces belonging to IAMT as the property of IAMT and to insure them against destruction and loss at their replacement value at its own expense. Upon request the supplier shall provide IAMT with proof of such insurance coverage. Supplier shall be obliged to perform any necessary maintenance and inspection work at its own expense and in a timely manner. The supplier shall notify IAMT of any malfunctions. If the supplier culpably fails to do perform its obligation to notify, IAMT's claims for damages shall remain unaffected.
- 4 Upon payment of delivery and service item, the sole ownership and title of it shall pass to IAMT without limitation. Retentions of title by the supplier shall only apply to the extent that they relate to payment obligations of IAMT for the respective delivery or service item, to which the supplier retains title. In particular, extended, forwarded and extended retentions of title are not permitted.

§ 13 Confidentiality

- 1 The supplier shall keep strictly confidential the terms and conditions of the purchase order as well as all information and documents provided by IAMT for this purpose (Confidential Information) and shall use them exclusively for the purpose of providing the goods or services, shall not reproduce them or make them available to third parties or exploit them in any way under intellectual property law. Confidential Information may only be disclosed to third parties with the express written consent of IAMT. The confidentiality obligation shall also apply after the execution of the contract or the provision of the goods or services. The confidentiality obligation shall only end when and to the extent that the knowledge

contained in the Confidential Information is generally known.

- 2 IAMT shall remain the owner of the Confidential Information. The Confidential Information shall not be transferred to the supplier and no license shall be granted to the supplier in respect thereof.
- 3 Any Confidential Information embodied in paper or other form shall be returned to IAMT without request after the delivery or service has been provided. In the event that any Confidential Information on data carriers or the like cannot be returned, the relevant Confidential Information shall be deleted or otherwise destroyed by supplier upon IAMT's request. The foregoing two sentences shall also apply to records which the supplier has made of Confidential Information in writing or on other data carriers, as well as to copies of Confidential Information made by the supplier, irrespective of whether these are available in paper form or on other data carriers. Upon IAMT's request, supplier shall immediately confirm in writing that it has surrendered, deleted or destroyed all documents and records in accordance with the above obligation.
- 4 Supplier shall oblige its subcontractors in accordance with this § 13.

§ 14 Final Provisions and Place of Jurisdiction

- 1 If one or more provisions of this GPC are or become invalid or void, the validity of the remaining provisions and the contract with the supplier shall not be affected.
- 2 Place of jurisdiction shall be the registered seat of the respective company of IAMT-group according to § 1 paragraph 1 or, at IAMT's option, the general place of jurisdiction of the supplier.
- 3 This GPC and the contracts with Supplier based on it shall be governed by the law of the Federal Republic of Germany, excluding international private law rules. The application of international sales law (UN Sales Convention - CISG) is expressly excluded.