

GENERAL TERMS AND CONDITIONS OF PURCHASE of MOLL Automatisierung GmbH

I. Order placement

1. No matter the legal nature of the respective contract, we place our orders only in accordance with the following terms and conditions of purchase, even if no explicit reference to them is made later in the case of ongoing business relations. Any alterations to these terms and conditions, except if they are the content of a joint written contract, and in particular any deviating or supplementary terms and conditions of the supplier, are hereby rejected. Silence on our part concerning order confirmations with reference to deviating or supplementary terms and conditions shall not be deemed consent. We shall consider any changes to our terms and conditions contained in an order confirmation to constitute rejection of our order. Execution of the delivery shall be considered agreement to our terms and conditions of purchase.
2. The supplier must confirm our orders without undue delay. We reserve the right to cancel the order at no cost if we do not receive any order confirmation within 8 days.
3. Only written orders shall be legally binding. Transmission of our written order to the supplier by fax or email shall be sufficient. Orders placed in any other form shall only become binding upon receipt of a written order within the meaning of sentence 1. Any subsequent agreements or collateral agreements must be confirmed by us in writing within the meaning of sentence 1 in order to become legally binding.
4. The supplier must record and submit any modifications and/or amendments not covered by the contractually agreed scope of services that lead to any additional performance/costs if implemented to our project management within 10 working days. Additional payments cannot be claimed retroactively if the procedure described is not complied with. The additional performance/costs can only be accepted if ordered in an additional order from our purchasing department.
5. We shall have the right to withdraw from the contract within 8 days after receipt of the order confirmation without giving reasons and without incurring any obligations.

II. Prices, scope of delivery and services

1. The agreed prices shall be fixed prices, except if explicitly agreed otherwise. Price increases during the delivery period shall not be accepted. If the price increases subsequently, we shall be entitled to withdraw from the contract for goods not yet delivered, without incurring any obligation to pay compensation. All prices are indicated free our factory or the place of delivery as specified by us, including packaging and all additional costs. The train and express station shall be Straubing.
2. All services required for flawless delivery or flawless production, assembly, and trial operation phases shall be part of the supplier's scope of services even if they are not explicitly listed in the contract.
3. If the material required for performance of the supplier's services in the case of installation and assembly is supplied or provided by us, the supplier's services shall also include unloading of the trucks and transport from the storage location of the plant components to the assembly site. The scope of services shall also include the documentation customary in the industry (according to customer standard) in addition to installation and assembly.
4. If the order includes any designs, developments, or similar services, the supplier shall be obligated to hand over all design and production drawings as well as documentation, user manuals etc. In the case of software development, the scope of services shall include in particular the delivery of the software in source and object program form and the documentation of the program development and use.
5. We shall be entitled to offsetting and retention rights to the extent permitted by law.
6. The supplier shall inspect the goods for quality, quantity, and compliance with our order parameters in the course of an outbound goods inspection.

III. Delivery dates, contractual penalty

1. The dates specified in our order shall be binding dates of receipt of delivery/performance. If it becomes evident to the supplier after the order is placed that it will be unable to deliver the order in time, either in whole or in part, it must notify us immediately, stating the reasons and duration of the delay, before the end of the first third of the delivery period. If an unacceptable extension of the deadline occurs, we shall have the right to withdraw from the order without compensation to the supplier. The statutory provisions on damages shall apply accordingly. Partial deliveries/services shall only be permitted with our consent.
2. If the supplier enters default, we shall have the right to demand a contractual penalty of 0.5% of the order value per day of delay, up to 5% of the order value, without prejudice to any further claims for damages and unless otherwise agreed. We may assert reservation of the contractual penalty in accordance with § 341 (3) of the German Civil Code (Bürgerliches Gesetzbuch; BGB) until the final payment on the underlying contractual

relationship, but no later than within 14 days of acceptance of the performance.

3. If the supplier has any doubts concerning its ability or willingness to perform before or after the due date, in particular because the supplier already announces that it cannot or does not want to perform on time, and if we have an urgent interest in resolution, we may set a deadline for the supplier to declare its ability or willingness to perform before or after the due date, and, if applicable, demand proof of its ability or willingness to perform and threaten to refuse acceptance of the performance after unsuccessful expiry of the deadline. After unsuccessful expiry of the deadline, we may withdraw from the contract in accordance with § 323 BGB and/or demand compensation for damages or compensation in lieu of performance in accordance with §§ 280, 281 BGB. Any further claims and rights shall remain unaffected. § 326 BGB shall apply accordingly apart from this.

IV. Delivery and passing of risk; compliance with accident prevention and works regulations

1. A delivery note form must be enclosed with the delivery. In the case of direct shipment to our customer, a neutral delivery note shall be used, and a dispatch note signed by the carrier shall be mailed to us for auditing purposes.
2. In the case of purchase contracts, the risk shall only pass to us upon delivery of the goods; in the case of contracts for work, the risk shall always pass after final acceptance by the end customer.
3. The supplier shall be responsible for compliance with all accident prevention regulations, in particular those of the main association of the commercial trade association, as well as any works regulations of our customer or any other regulations on the construction site as disclosed to it, during installation and assembly work. This shall also apply to any works regulations on containment and/or prevention of the further spread of infectious diseases within the meaning of the Protection against Infection Act (*Infektionsschutzgesetz*; IfSG) or any other health restrictions or conditions. The supplier must proactively acquire knowledge about the content of any regulations disclosed.

V. Issuing of invoices, terms of payment

1. A single copy of the invoice shall be sent to us by mail after dispatch. Under no circumstances must it accompany the delivery. The invoice must contain all order details. Partial invoices are only permitted if corresponding partial deliveries were ordered.
2. Unless otherwise agreed, payment shall be made after 14 days with 3% discount or after 60 days net. The payment period shall commence upon receipt of the invoice, but no earlier than at acceptance of the delivery or acceptance of the service, unless otherwise agreed.
3. If any notices of defects are given, we shall be entitled to defer payment of a reasonable amount of the invoice until the matter has been fully clarified, and to deduct the discount for the amount withheld in accordance with item 2 even after this period.
4. The supplier must secure advance payments to be made by us in advance by means of a bond/bank guarantee payable on first request.
5. The period of limitation for outstanding claims shall be 2 years. It shall commence at the end of the year in which the claim arises.

VI. Warranty including remedy of defects; inspection

1. The supplier must comply with the accepted technical rules, applicable safety regulations, and the agreed technical data, dimensions, weights, and other properties for its deliveries and services. Productions based on drawings or approved samples must comply with the specifications. As far as the order does not stipulate any further requirements, deliveries and services shall be provided in particular in customary commercial quality and, as far as any DIN, VDE, VDI, or equivalent national or EC standards exist, in accordance with these. In particular, they must be rendered to comply with the statutory provisions applicable at the place of destination specified by us, in particular concerning technical equipment, hazardous working materials, accident prevention, emission protection, and workplace protection.
2. The supplier must review our plans, drawings, and other information on execution of the performance or material and components supplied by us or performances of other suppliers, as far as they concern it, for completeness, correctness, and suitability for the intended purpose. The supplier must inform us of any doubts regarding this in writing without undue delay. If it fails to do so, it shall also be liable for warranty in this respect.
3. We may demand remedy of defects or replacement delivery (supplementary performance) for both purchase contracts and contracts for work within the scope of the statutory warranty claims. In this case, the supplier shall be obligated to bear all expenses incurred for rectifying the defect or making a replacement delivery (including any expenses incurred by us). In the event of withdrawal, the supplier shall reimburse such expenses, including our costs for assembly and disassembly at the customer's premises, as contract costs. In urgent cases, we shall have the right to remedy defects directly, or to have them remedied by third parties at the supplier's expense, or to procure a replacement elsewhere. Where we are entitled to any further

claims for damages, such claims shall remain unaffected.

4. If the delivery consists of similar items and more than 10% of the delivered products are defective, we shall be entitled to return the entire delivery to the supplier at the supplier's expense and risk without further obligation to inspect, and to assert claims for liability for defects and/or to refuse payment.
5. The warranty period shall be 36 months from acceptance of the respective system by our customer unless longer periods are stipulated by law or agreed in an individual contract. The warranty period shall recommence for the individual part affected by the remedy/replacement delivery if the supplier remedies the delivery or delivers a replacement. Our notice of defects in any form (verbal, by email, in writing, or otherwise) shall interrupt the period of limitation for our warranty claims for all defects connected to the appearance of the reported defect.
6. If any defect becomes apparent within 6 months of passing of the risk, it shall be assumed that it was already present at the time of passing of the risk. § 476 BGB shall apply accordingly in such cases.
7. The period for inspection and notification of defects (§§ 377, 381 (2) of the German Commercial Code (*Handelsgesetzbuch*; HGB)) shall be three weeks from delivery to the place of use. For defects not recognisable during inspection it shall be three weeks from the discovery of the defect. If a longer period is appropriate from case to case, such period shall apply. These regulations shall apply accordingly to any excess or underdeliveries.
8. We shall have the right to inspect the supplier's production facilities (also accompanied by our customer).

VII. Warranty and retention as collateral

1. Until the end of the warranty period, we shall be entitled to a warranty retention in the amount of 10% of the contract price. If the supplier becomes insolvent before our final payment, we shall have the right – without any prejudice to any further rights – to retain additional collateral in the amount of a further 20% of the contract price for the duration of the warranty period to secure our warranty claims.
2. The supplier may replace warranty retention and retention of additional collateral by an unlimited and directly enforceable guarantee from a major German bank or savings bank (in the case of foreign suppliers also from a major foreign bank operating internationally with Munich as the place of jurisdiction for the guarantee).

VIII. Manufacturer liability, insurance

1. If any claims are raised against us on based on manufacturer liability under domestic or foreign law, the supplier shall be obligated to indemnify us against claims for damages by third parties as far as it is responsible for the defect that triggered the liability. In this context, the supplier shall also be obligated to reimburse any expenses that result from or in connection with a recall campaign performed by us or other corrective or preventive measures. The supplier waives the defence of limitation in this respect except if we can invoke the statute of limitation against the claimant on our end.
2. The supplier shall be obligated to maintain a business and product liability insurance with a minimum coverage of EUR 10 million per injury/property damage during delivery and performance. Our claims to damages shall not be affected by this. As far as relevant, the supplier further commits to taking out assembly insurance with an insurance coverage that corresponds to the value of the delivery and service to be provided by it.

IX. Infringements of property rights

1. The supplier guarantees that no rights of any third parties within the Federal Republic of Germany are violated in connection with its delivery or service. The supplier's liability shall also extend to the country of export if the supplier known to which country its delivery/service is exported. The supplier shall bear the resulting damage and loss of income.
2. If any claims are raised against us by third parties contrary to para. 1, the supplier shall reimburse us for all expenses incurred by us due to the claim.

X. Assignment of claims, subcontractors

1. Trade receivables must only be assigned to third parties with our consent. The following shall apply as far as the claims do not originate from a mutual commercial transaction anyway and the effects of sentence 1 are therefore based on § 354 a HGB: We commit to giving our consent if the supplier grants its subsuppliers extended retention of title or assigns claims to its house bank as collateral and the new creditor commits to releasing us from the supplier's (or its administrator's) claims and to providing us with a directly enforceable guarantee from a major German bank or savings bank upon payment of the claim.

2. The supplier generally must meet its obligations under contracts with us directly through its own company and with its own employees. Use of subcontractors shall only be permitted with our consent.

XI. Provision of materials

1. Provided material/parts shall remain our property and must be stored separately by the supplier and used only for our order. The supplier shall be liable for any damage or loss even if not culpably caused.
2. Processing or transformation by the supplier shall be performed for us. If the item provided by us is processed with any other items that do not belong to us, we shall acquire shared title in the new item in the ratio of the value of our item to the other processed items at the time of processing.
3. If the item provided by us is combined with any other items that do not belong to us, we shall acquire shared title in the new item in the ratio of the value of the item provided by us to the other combined items at the time of the combination. If the combination is made so that the supplier's item is to be considered the main item, it is deemed agreed that the supplier transfers proportional shared title to us. We hereby accept this assignment. The supplier shall keep the items subject to our shared title for us. The above provisions shall apply accordingly if the supplier mixes or blends the item provided by us with any other items.
4. The supplier shall insure the object in which we hold sole or shared title, including the new object created by processing, against property damage, loss, etc.

XII. Property rights, rights of use, confidentiality

1. Any objects, models, tools, samples, drawings, plans, and documents of all kinds provided to the supplier shall remain our property. We retain all copyrights or any other (intellectual property) rights in the information and data contained in our documents. The supplier must keep such items secret and return them to us free of charge at any time upon first request. The supplier must not allow any third parties to inspect such items or otherwise make them accessible to any third parties, and it must not copy them or use them for its own purposes.
2. The same shall apply to any moulds, tools, or similar devices or aids for the manufacture of the delivery item that are produced according to such documents or manufactured wholly or in part at our expense. Changes to these are only permitted with our prior written consent. It is deemed agreed that the above items shall become our property (upon payment if remuneration is agreed) and that these items shall be properly stored for us free of charge. If we have paid for the above items before completion, we shall acquire title in the semi-finished product in accordance with the above provision already.
3. The supplier commits to insuring the items that are our property in accordance with paras. 1 and 2 against property damage, loss, etc.
4. The supplier commits to treating the information received from case to case strictly confidentially. The term of "information" shall generally be understood broadly. It shall include any illustrative material such as documentation, papers, records, notes, and documents in any form of storage and no matter whether perceptible directly or with the aid of computers or other (technical) tools. In this context, the supplier commits to treating the information received from case to case with the same care that it applies in its own affairs. Confidential information may include information that becomes known during an oral presentation or discussion. This shall also apply to any facts and information that are in any manner recognisable as confidential or legally protected. This shall exclude any publicly known information that is generally accessible. The supplier commits to not reproducing, distributing, disclosing, or using such information for any other purposes, either directly or through any other persons. Concerning this, the supplier explicitly represents that it shall be liable for any culpable infringement by its vicarious agents, assistants, and representatives.
5. In the cases of II. no. 4, we shall have the exclusive right to use the designs, developments etc., in all manners and unlimited in space and time. If the supplier creates any improvements in connection with the order, we shall have a free, non-exclusive right of use, unlimited in space and time, for the commercial exploitation of the improvement and any property rights regarding it.
6. Title in the ordered goods shall pass upon delivery, except if title has already passed under the above provisions. All deliveries shall be made subject to waiver of a retention of title by the supplier.

XIII. Special provisions for the provision of cranes, lifting equipment, or other technical tools

The following special provisions shall apply to the provision of cranes, lifting equipment, additional equipment for this purpose, or other technical tools

1. If the provider also provides the operating personnel, the provider commits to properly transporting the objects and goods to be lifted or transported to the location specified by us from case to case through its vicarious agents and to supervise these. The contract constitutes a contract for work in this respect. A contract for work shall also be deemed present at least if and as far as the provider has only committed to setting up or disassembling the equipment.
2. In any case, the provider shall take out crane liability insurance with a lump sum coverage of at least EUR 1 million and - if the operating personnel is also provided - a hook load insurance with a coverage total amounting to at least EUR 250,000.00 – each for injury, property damage, and financial loss caused by such indirect damage. Special remuneration shall only be granted for this if explicitly agreed with us. We shall have the right to demand proof of insurance cover and to inspect the insurance contracts at any time.
3. In any other respect, our general terms and conditions of purchase shall apply accordingly.

XIV. Place of performance, place of jurisdiction, applicable law, miscellaneous

1. The place of performance for delivery and payment shall be Leiblfing.
2. We shall have the right to collect, store, change, transmit, or use data of the customer that we have received from the business relationship, as far as the other party can dispose of it itself.
3. The place of jurisdiction for any disputes – including any actions on bills of exchange and cheques – shall be Regensburg, provided that the customer is a full merchant, a legal entity under public law, or a public-law special fund, or has no general place of jurisdiction in Germany. We shall also be entitled to take legal action against the supplier at its place of business at our choice.
4. The contractual relationship shall be subject to German law. Application of the United Nations Convention on international sales of goods (UN sales law) as amended from time to time shall be excluded.
5. Legal invalidity of individual parts of the contract or individual contractual provisions outside of these general terms and conditions of purchase shall not affect the legal validity of any other part of the contract. In this case, the contracting parties shall replace any invalid provision by such valid provision that comes as close as possible to the economic purpose of the invalid provision. In this case, the statutory rules shall apply as far as supplementary interpretation of the contract is required for the purpose of closing of gaps.
6. The above terms of delivery shall also be deemed agreed for any subsequent transactions.