

GENERAL TERMS AND CONDITIONS OF PURCHASE of a2tec GmbH Hamburg

Version I – June 2024

I Contractual content and conclusion of contract

1. These general terms and conditions of purchase will apply to all, including future, orders for goods and services from suppliers and their processing. We do not accept any terms and conditions of the supplier that conflict with or deviate from these terms and conditions of purchase, unless otherwise agreed in writing in the contract with the supplier. If we accept the goods without express objection, it can in no way be derived from this that we have accepted the supplier's terms and conditions. Even in the case that we conclude contracts on electronic platforms and the conclusion of the contract is technically only possible if we declare our agreement with the supplier's terms and conditions, this will expressly not constitute consent to the validity of these terms and conditions.
- (2) These general terms and conditions of purchase will only apply to companies, legal entities under public law or special funds under public law within the meaning of §310 (1) of the German Civil Code (BGB).
3. If special conditions deviating from these terms and conditions are agreed for a specific order, these general terms and conditions of purchase will apply subordinately and in addition.
4. The preparation of offers is free of charge and non-binding for us.

II Prices

1. The agreed prices are free to the place of receipt specified by us, including freight, packing and ancillary costs. In the case of carriage forward delivery, we will only assume the most favourable shipping costs, unless we have specified a special type of shipment. Freight costs which exceed the usual parcel shipment must be submitted to us for approval prior to shipment.
2. Any change in prices requires our prior written consent.
3. The INCOTERMS® in their latest version will apply in all other respects.

III Quality / Environment / Corporate Social Responsibility

1. The supplier will establish and maintain a quality assurance and environmental management system that is suitable in type and scope and corresponds to the latest legal and technical standards. He will prepare documentation on his quality inspections, and make these available to us on request. The supplier hereby consents to quality/environmental audits to assess the effectiveness of its quality assurance and environmental management system by us or a person authorized by us.
2. The supplier assumes social and economic responsibility for sustainable management and the safety of the supply chain in accordance with current laws and regulations. The supplier is committed to ensuring that human rights are respected in the manufacture and delivery of products and in the provision of services, that relevant labour standards are observed and that discrimination and forced and child labour are not tolerated. Furthermore, the supplier undertakes not to tolerate any form of corruption or bribery or to engage in such in any way.

IV Payment

1. Invoices are to be sent to us exclusively in digital form. The current legal regulations and the generally applicable accounting principles must be complied with.
2. Unless otherwise agreed, the following terms of payment will apply: We will settle invoices either within 14 days with a 3% discount or within 30 days without discount. If the supplier's terms of payment are more advantageous for us, these shall apply.
3. Payment and discount periods begin upon receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance and, if documentation or similar documents are part of the scope of services, not before their contractual handover to us.
4. Payments are made by electronic bank transfer. Payment is made on time if the transfer was ordered from the bank on the due date.

5. We are entitled to set-off and retention rights to the extent permitted by law.
6. Interest on due dates cannot be claimed. The default interest rate is a maximum of 5 percentage points above the base interest rate. In any case, we are entitled to prove that the damage caused by the default is less than that claimed by the supplier.

V Delivery periods / delay in delivery

1. Agreed delivery dates and deadlines are binding. Any impending delay in delivery must be communicated to us immediately in writing. At the same time, suitable countermeasures to avert the consequences of the delay must be proposed to us.
2. The decisive factor for compliance with the delivery date or delivery period is the receipt of the complete goods by us or the complete provision of the service, unless otherwise agreed in writing.
3. If the supplier is late in delivering, we are entitled to the statutory claims. In particular, we are entitled to demand compensation instead of performance after unsuccessful expiry of a reasonable grace period set by us. Our claim to delivery is only excluded when the supplier has paid compensation.
4. The unconditional acceptance of the delayed delivery or service does not constitute a waiver of the compensation claims to which we are entitled due to the delayed delivery or service or any contractual penalty that may have been incurred; this applies until the fee owed by us for the delivery or service in question has been paid in full.

VI Retention of title

1. Regarding to the retention of title rights of the supplier, the supplier's terms and conditions apply, with the proviso that ownership of the goods passes to us upon payment and, accordingly, the extended forms of the so-called current account and group retention of title do not apply.
2. Due to the retention of title, the supplier can only demand the return of the goods if he has withdrawn from the contract.

VII Execution of deliveries and transfer of risk

1. The supplier bears the risk of accidental loss and accidental deterioration, even in the case of "carriage paid" and "free house" deliveries, until the goods are handed over at the destination.
2. Partial deliveries require our consent.
3. Over- or under-deliveries are only permitted within the usual commercial limits of +/-10%. Under-deliveries are to be avoided.
4. The goods must be delivered in appropriate, safe packaging that is suitable for the type of transport. Any additional packaging instructions agreed upon must be taken into account.
4. The supplier bears the packaging costs unless otherwise agreed in writing. If we bear the costs of packaging in individual cases, we must be charged for them at the lowest possible cost. The return obligations are governed by the Packaging Act, with the proviso that returns always take place at our headquarters, unless otherwise agreed. The costs for return transport and disposal of the packaging are always borne by the supplier.
5. In the case of direct shipment (drop shipment) to our customers, the goods must in any case be packaged neutrally and shipped or made available without reference to the sender / supplier.

VIII Declarations of origin

1. At our request, the supplier will provide us with a supplier declaration of the preferential origin of the goods and/or a certificate of origin of the non-preferential origin of the goods.
2. In the case that the supplier submits declarations of the preferential or non-preferential origin of the goods sold, the following applies: a) The supplier is obliged to enable the customs authorities to verify proof of origin and to provide the information required for this purpose as well as any confirmations that may be required.

b) The supplier is obliged to compensate for any damage caused by the fact that the declared origin is not recognized by the competent authority due to incorrect certification or lack of the possibility of verification, unless the supplier is not responsible for these consequences.

IX. Liability for defects and limitation periods

1. The supplier must provide us with the goods free of material and legal defects. In particular, he must guarantee that his deliveries and services comply with the recognized rules of technology and the contractually agreed properties, standards as well as the safety, occupational health, accident prevention and other regulations such as REACH, RoHS, POP, PFAS, EUDR etc. in the latest valid form.

In addition, the supplier must ensure that the production of drawing parts is carried out exclusively in accordance with the latest technical drawing and the current agreements.

2. Our incoming goods inspection is limited to externally visible transport damage and to determining compliance with the quantity and identity of the goods ordered, at least based on the delivery documents. Any complaints identified during this process are reported immediately. The supplier must align his quality management system and his quality assurance measures with this reduced incoming goods inspection.

3. Notifications of defects are timely if they are received by the supplier within 10 working days. The period for notification of defects begins at the time at which we - or in the case of direct delivery, our customers - discovered or should have discovered the defect.

4. If the goods have a material defect, we are entitled to the statutory rights of our choice. A repair by the supplier is deemed to have failed after the first unsuccessful attempt. We are entitled to withdraw even if the supplier's breach of duty is only insignificant.

5. If the goods have a defect, we are entitled to the statutory rights of our choice. We can demand reimbursement from the supplier for the expenses that we have to bear in relation to our customer if the defect was already present when the risk was transferred to us. The subsequent performance costs to be reimbursed by the supplier in accordance with Section 439 Para. 2 of the German Civil Code also include the costs of finding the defect and sorting costs.

6. In the case of imminent danger, we are entitled to remedy the defect ourselves or to grant our customer a corresponding right at the supplier's expense after notifying the supplier accordingly.

7. Our claims for defects expire 36 months after the risk has passed. They begin with the timely notification of defects in accordance with No. 3 above. However, the supplier's liability for defects ends in any case ten years after delivery of the goods. This limitation does not apply if our claims are based on facts that the supplier knew about or could not have been unaware of and which he did not disclose to us.

8. The supplier hereby assigns to us - for performance - all claims that he is entitled to against his suppliers on the occasion of or in connection with the delivery of defective goods or goods that lack guaranteed properties. He will hand over to us all the documents required for the assertion of such claims.

X. Product liability and recall

1. In the case that we are held liable under statutory product liability, the supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the contractual item supplied by the supplier. In cases of liability based on fault, however, this only applies if the supplier is at fault. The indemnification obligation does not apply if the claim is based on grossly negligent or intentional breach of duty on our part. If the cause of the damage lies within the supplier's area of responsibility, he bears the burden of proof. In these cases, the supplier assumes all costs and expenses, including the costs of any legal action or recall. Otherwise, the statutory provisions apply. Any further claims for damages remain unaffected.

2. The supplier is obliged to always maintain product liability insurance with a coverage amount of at least €5 million per personal injury or property damage and to provide us with proof of this upon request by presenting the valid insurance policy.

XI. Indemnity

The supplier indemnifies us against claims by third parties arising from the breach of the supplier's guarantees, from defective performance by the supplier, from the infringement of third-party intellectual property rights (e.g. patents, utility models and designs, trademarks) as well as

from copyrights and from actions or omissions by employees, agents or subcontractors of the supplier.

XII. Tools, models, drawings and other documents

1. Materials, special packaging, tools, models, drawings and other documents provided by us or made for us remain our property and may only be used to carry out our orders. They may not be made accessible to third parties without our consent and must be properly stored until revoked, but no later than two years after the last use, and then handed over to us.

2. Tools, models and equipment that the supplier produces or modifies on our behalf himself or through third parties commissioned by him and for which we bear the costs in part or in full, become our property in full or in part. These tools may only be used to manufacture on our behalf.

3. The supplier is obliged to store, maintain and care for these tools, models and aids and bears the costs for this. The supplier must mark them as third-party property and insure them so that they cannot be lost. In addition, the supplier is obliged to replace them free of charge if this is necessary to meet a guaranteed output quantity. However, we can request the release of the tools at any time and will then assume the aforementioned obligations.

XIII. Provision of parts

1. We retain ownership of all goods and equipment supplied by us to the supplier or to the supplier's agents and subcontractors.

2. The supplier will inform us anytime about the whereabouts of the goods and resources.

3. The supplier is obliged to properly store, protect, maintain and adequately insure the goods and resources provided at its own expense.

4. After completion or termination of the relevant order, the supplier will send us the goods and resources provided or make them available to us in accordance with our instructions, without any right of retention being able to be asserted in this regard.

XIV. Confidentiality

1. The supplier will treat all information received from us in connection with or in connection with the order as confidential and will not disclose such information to any other person without our prior written consent or use it for any purpose other than fulfilling the order. This applies in particular to drawings, specifications, design documents and images.

2. No information disclosed to us by the supplier is considered confidential and the supplier will have no rights against us in this regard, unless such rights exist on the basis of patent rights.

3. Any publication, in particular advertising, of items related to the placement and execution of the order in word, writing, image or sound by the supplier or its vicarious agents requires our prior written consent; the supplier will bind its vicarious agents accordingly.

XV. Place of performance, place of jurisdiction and applicable law

1. Unless otherwise agreed, the place of performance for the delivery and our payments is our company.

2. The place of jurisdiction is the registered office of our head office. We can also sue the supplier at his place of jurisdiction and at the place of jurisdiction of our registered branch with which the contract was concluded.

3. In addition to these terms and conditions, German law applies to all legal relationships between us and the supplier, including the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

4. We store and process our suppliers' data in accordance with the requirements of the General Data Protection Regulation (GDPR).

XVI. Authoritative version

In cases of doubt, the German version of these General Terms and Conditions of Purchase shall prevail.

a2tec GmbH
Hellgrundweg 109
22525 Hamburg - Germany
District Court Hamburg – HR B 125185