

General Terms and Conditions of Purchase of Wohlhaupter GmbH, Precision Tools

The following General Terms and Conditions of Purchase apply to business transactions, legal persons under public law, and special funds under public law.

1. Area of Application

- 1.1 Wohlhaupter's General Terms and Conditions of Purchase apply to all goods and services supplied to Wohlhaupter unless otherwise agreed upon in writing.
- 1.2 The general terms and conditions of the supplier that contradict Wohlhaupter's General Terms and Conditions apply only if Wohlhaupter has expressly agreed to them in writing.

2. Orders

- 2.1 Wohlhaupter's orders and any modifications of or additions to these orders must be made in writing.
- 2.2 Wohlhaupter may cancel its orders at no charge if the supplier does not confirm them without modification within one week of receipt.

3. Delivery Deadlines and Implications of Missed Deadlines

- 3.1 Deadlines agreed upon for deliveries and services are binding. If the supplier anticipates delays or delays have occurred, he must inform Wohlhaupter immediately in writing.
- 3.2 If the supplier does not deliver goods or provide services within the grace period Wohlhaupter defines, Wohlhaupter may refuse acceptance, withdraw from the contract, or assert damage claims without warning. Wohlhaupter may also withdraw even if the supplier is not responsible for the delay. Additional costs Wohlhaupter incurs because of the supplier's delay, in particular those required to make alternative arrangements made necessary by the delay will be charged to him.
- 3.3 Wohlhaupter may claim a contractual penalty, as agreed upon in the contract, due to failure to fulfill contractual obligations (§ 341 of the German Civil Code (BGB)) up to the time of final payment.

4. Prices and Delivery Dates

Unless otherwise agreed upon, prices shall be understood FCA Frickenhausen (free carrier Frickenhausen) subject to Incoterms 2020, including packaging. Sales tax is not included. The dates and deadlines agreed upon are binding. The delivery date or delivery deadline shall be deemed the date on which goods are received by Wohlhaupter or a recipient designated by Wohlhaupter.

5. Contract Completion and Delivery

- 5.1 Sub-contracts may be awarded only with Wohlhaupter's consent, to the extent that they are not merely contracts for providing parts common to the market. In the event that Wohlhaupter consents, the supplier remains, as Wohlhaupter's contractual partner, obligated to Wohlhaupter to the full extent. Delivery call-offs are binding in terms of the type and quantity of the goods called off, as well as the delivery date. Partial shipments require Wohlhaupter's consent.
- 5.2 Each delivery must be accompanied by a delivery note, which indicates Wohlhaupter's order number and part number, as well as a description of the content in terms of type and quantity.
- 5.3 Goods shall be delivered in standard disposable packaging. In the case of reusable packaging, the supplier is responsible for providing the packaging on loan. Return costs for this packaging shall be charged to him and he assumes any risks. If, in exceptional cases, Wohlhaupter agrees to assume packaging costs, they are to be invoiced at cost upon presentation of documentary evidence.
- 5.4 Machines must be accompanied by a technical description and a user manual free of charge. Regarding software products, the supplier's obligation to deliver has been fulfilled only once he has also provided the complete (system-technical and user) documentation to Wohlhaupter. For programs developed specifically for Wohlhaupter, the supplier must also deliver the program in its source format.
- 5.5 If the supplier delivers goods or provides services on Wohlhaupter's premises, he is obligated to comply with safety and environmental instructions, as well as instructions on fire safety for external personnel, as amended.

6. Invoices and Payments

- 6.1 Invoices must be sent to Wohlhaupter under separate cover; they must indicate Wohlhaupter's order number and part number.
- 6.2 Payment shall be made upon goods receipt and receipt of the supplier's invoice, within either 14 days 3% discount or 30 days net. The date of payment is the day on which Wohlhaupter's bank received the order for remittance.
- 6.3 Payment does not indicate acceptance of the delivery or service as being in accordance with the contract. In the event of a faulty or incomplete delivery or service, Wohlhaupter shall be entitled, notwithstanding other rights Wohlhaupter may have, to withhold payments on claims arising from the business relationship to an appropriate extent until proper fulfillment of the contract has occurred.
- 6.4 The assignment of the supplier's receivables due from Wohlhaupter to any third parties shall not be permitted.

7. Safety

- 7.1 The supplier's deliveries and services must comply with statutory regulations, in particular security and environmental protection regulations, including the Hazardous Substance Ordinance, the German Electrical and Electronic Equipment Act (ElektroG), and the safety recommendations of the responsible German professional bodies and associations, e.g., VDE, VDI, and DIN. Any relevant certificates, test certificates, and documentary evidence must be submitted with the delivery free of charge.
- 7.2 The supplier is required to know and comply with the current status of the directives and legislation regarding substance restrictions applicable to his components. He is obligated to not use any prohibited substances. He must identify in the specifications any substances defined by the applicable laws and directives as dangerous and hazardous. If applicable, safety data sheets must accompany offers and delivery notes of initial shipments (and must at least be in German or English). The supplier must inform Wohlhaupter of any transgressions of substance restrictions and delivery of prohibited substances immediately.
- 7.3 When delivering goods and providing services the supplier shall bear full responsibility for compliance with accident prevention regulations. Accordingly, he must include in the delivery required protective measures and any manufacturer's instructions free of charge.

8. Import and Export Regulations, Customs Duty

- 8.1 The supplier must indicate his EU tax identification number on deliveries and for services originating outside of Germany but from within an EU country.
- 8.2 Imported goods must be delivered duty paid. The supplier is required, at his own cost, to provide any required declarations and information, to permit inspections by the customs authority, and to provide any necessary official confirmation as defined by Regulation (EC) No 1207/2001.
- 8.3 The supplier is obligated to inform Wohlhaupter comprehensively and in writing of any obligations to obtain permits for (re-)exports in accordance with German, European, and US-American export and customs provisions, as well as the export and customs provisions of the country of origin of the goods and services.

9. Transfer of Risks, Acceptance, Rights of Ownership

- 9.1 Irrespective of the pricing terms agreed upon, the risk of loss on the delivery of goods not involving installation or assembly shall pass to Wohlhaupter upon receipt of such goods at the address of delivery stipulated by Wohlhaupter and, with respect to the risk of loss on the delivery of goods involving installation or assembly, shall pass to Wohlhaupter upon the successful completion of its acceptance process. The commissioning or use of the same shall not substitute for Wohlhaupter's declaration of acceptance.
- 9.2 The title to the goods delivered shall pass to Wohlhaupter upon payment. Any prolonged or extended retention of the supplier's title to the goods is excluded.

10. Duty to Inspect and Submit Complaints, Inspection Expenses

- 10.1 Wohlhaupter inspects incoming goods with respect to obvious defects. Wohlhaupter reports hidden defects as soon as they are identified within its normal course of business. The supplier waives the right to reject any notice of deficiency if Wohlhaupter reports defects within 14 days; this time limit begins upon goods receipt by Wohlhaupter for obvious defects and from the time the defect is

identified for hidden defects.

- 10.2 The supplier shall bear the costs and risks if Wohlhaupter returns supplied goods that are not in accordance with the contract. Wohlhaupter may charge him the billed amount plus a processing fee of 5% of the price of the defective goods. Wohlhaupter reserves the right to provide evidence of greater expenditures. The supplier reserves the right to provide evidence of lesser or no expenditures.

11. Warranty Entitlements for Material Defects and Defects of Title

- 11.1 Defective deliveries must be promptly replaced by defect-free deliveries and inadequate performance of services must be re-performed in a conforming manner.
- 11.2 Remedy of defective deliveries or services must be agreed upon with Wohlhaupter in advance. The supplier shall bear the risk at the time during which the object of the delivery or service is not in Wohlhaupter's custody.
- 11.3 If the supplier does not remedy the defect within a reasonable grace period that Wohlhaupter defines, Wohlhaupter may either withdraw from the contract or reduce the agreed price and may, in each case, demand additional compensation for damages.
- 11.4 In emergency situations (specifically where operational safety is in jeopardy or to avoid extraordinarily high damages), and also in order to eliminate minor defects, or if the supplier is in default of eliminating the defect, Wohlhaupter reserves the right, after notifying him in advance and upon expiration of a brief grace period, which shall be adequate for the situation at hand, to remedy the defect and any damages arising from the defect itself at his expense, or hire a third party to remedy the defect and any damages arising from the defect at his expense. This also applies if his delivery is late or services are not provided on time and Wohlhaupter must remedy defects in order to prevent its own delay in delivery.
- 11.5 The limitation period for claims arising from material defects is 36 months from the time of transfer of risks as defined in section 9.1; the limitation period for claims arising out of defects in title is ten years from the time of transfer of risks as defined in section 9.1. The limitation period will be suspended for the time period that begins with Wohlhaupter's defect notification and ends with fulfillment of its defect claim.
- 11.6 If the supplier's delivery or service is based on Wohlhaupter's plans, drawings or other specific requirements, the conformity of the delivery or performance with the specifications shall be explicitly guaranteed. If the delivery or service deviates from the specifications, Wohlhaupter is immediately entitled to the rights defined in section 11.3.
- 11.7 Wohlhaupter's legal rights remain otherwise unaffected.

12. Repeated Default

If the supplier provides goods or services of substantially the same or similar nature which, despite repeated written notices, are again defective or delayed, Wohlhaupter is entitled to immediately withdraw from the contract. Its right of withdrawal comprises, in this case, even such deliveries and services to which the supplier is obligated to prospectively provide to Wohlhaupter for this or another contractual relationship.

13. Indemnification from Material Defects and Defects of Title

The supplier releases Wohlhaupter from all claims that third parties assert against them – regardless of the legal ground – on the basis of a material defect or defect of title or any other fault in the product supplied by him and must reimburse Wohlhaupter the costs of its legal proceedings in this regard.

14. Technical Documentation, Tools, Manufacturing Equipment

- 14.1 Any technical documentation, tools, work standard sheets, manufacturing equipment, etc. remain Wohlhaupter's property; all trademarks, copyrights, and other industrial property rights remain Wohlhaupter's. They, and all duplicates made, must be returned to Wohlhaupter without request immediately after the order has been fulfilled; the supplier is not authorized to assert a right of retention in this regard. He may use the aforementioned objects only to complete the order and they may not be given to unauthorized third parties or made accessible otherwise. The aforementioned objects may be duplicated only if doing so is required for completing the order.
- 14.2 If the supplier produces the objects named in section 14.1, sentence 1, in part or entirely at Wohlhaupter's expense, section 14.1 applies accordingly, whereby Wohlhaupter becomes (co-) owners of the objects at the time of production, in accordance with the ratio of production costs contributed. The supplier shall hold these objects for Wohlhaupter in safe custody at no charge; Wohlhaupter may, at any time acquire the supplier's rights to the object by compensating him for any expenditure which has not been written off yet and require the hand-over of the object.
- 14.3 The supplier is required to care for the aforementioned objects free of charge, to maintain them, and to avoid excessive wear and tear. If he commissions a sub-contractor with the production of tools and samples to complete Wohlhaupter's order, he shall assign his claims to Wohlhaupter against the subcontractor for transfer of ownership of the tools and samples.

15. Free Issue of Materials

- 15.1 Material Wohlhaupter supplies remains its property and the supplier is to store it free of charge and with the due diligence of a proper businessman separately from his other items and mark it as Wohlhaupter's property. It may be used only to complete its order(s). The supplier shall compensate for any damages to material Wohlhaupter supplies.
- 15.2 In the event the supplier processes or restructures the material provided by Wohlhaupter, any such action shall be deemed to have been performed on Wohlhaupter's behalf. Wohlhaupter shall become the immediate owner of the new items developed in that process. If the material supplied makes up only a portion of the new items, Wohlhaupter obtains co-ownership of the new items, which corresponds to the worth of the supplied material in proportion to the worth of the new items.

16. Confidentiality

- 16.1 The supplier is obligated to treat as confidential all and any business and technical information that is not general knowledge, which was made known to him through the business relationship, and to not pass this information on to third parties.
- 16.2 Production for third parties, the exhibit of products specifically made for Wohlhaupter, in particular those manufactured according to its plans, drawings or other individual requirements, publications regarding the orders and the services performed, as well as reference to such orders vis-à-vis third parties are subject to its express written authorization.
- 16.3 Please note that Wohlhaupter stores personal data in the course of business transactions wherein all legal regulations concerning data privacy are observed.

17. Miscellaneous

- 17.1 All deliveries are covered by Wohlhaupter through transport insurance. The ordering customer must not accept the minimum legal (insurance) cover for freight forwarders (SVS/RVS).
- 17.2 The supplier is entitled only to offset and retention if the counterclaims have been judicially determined or are uncontested.
- 17.3 Place of performance is the address for delivery or street address Wohlhaupter specifies.
- 17.4 As soon as the supplier stops his payments and a petition for the commencement of bankruptcy proceedings (or similar proceedings abroad) is instituted, Wohlhaupter may withdraw from the contract in full or in part.
- 17.5 Place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships that are based on these General Terms and Conditions of Purchase shall be Nürtingen. Wohlhaupter shall moreover be entitled to initiate legal action against the supplier at a court near his registered office or his branch office, or at a court near the place of performance, at Wohlhaupter's discretion.
- 17.6 German law applies with the exclusion of the UN Convention on Contracts for the International Sale of Goods and the rules of conflict of law of German Private International Law.
- 17.7 If individual provisions of these General Terms and Conditions of Purchase are completely or partially ineffective, this will not affect the effectiveness of the other provisions or the other parts of such provisions.