

## GENERAL TERMS & CONDITIONS OF PURCHASE of AMT Schmid GmbH & Co.KG

### § 1 General provisions, scope

- (1) These purchasing conditions of the client apply exclusively; opposing conditions or conditions of the contractor deviating from these purchasing conditions shall not form part of the contract, even if the client does not expressly object to these conditions, unless the client approves the validity of such conditions in writing. The purchasing conditions of the client apply even if the contract with the supplier is carried out without reservation in the knowledge of opposing conditions or conditions of the contractor that deviate from the purchasing conditions of the client.
- (2) All agreements made between the client and the contractor for the purpose of the fulfilment of a contract must be set out in writing.
- (3) Individual agreements reached between the client and the contractor, such as service specifications or construction contracts, take precedence over these General Terms and Conditions of Purchasing.
- (4) Remunerations for visits or the elaboration of offers, projects, drafts and trial deliveries shall not be granted unless otherwise agreed in writing.

### § 2 Ordering

- (1) As soon as the client has placed an order for deliveries or services, the contractor is obliged to confirm the acceptance of the order within a period of ten days after receipt thereof, by sending an order confirmation.
- (2) The client may request changes to the scope of the delivery and service even after conclusion of the contract, insofar as this is reasonable for the contractor. In the event of such a change to the contract, the impacts must be taken into appropriate consideration by both parties, in particular with regard to any increase or decrease in costs as well as the delivery dates.
- (2) The contractor is obliged to enclose a delivery note with the delivery specifying the order number of the client; if he fails to do so, the client is not responsible for any delays in the processing.

### § 3 Prices

- (1) The prices set out in the order are fixed prices for the entire duration of the performance of the contract.
- (2) All deliveries and services must occur, unless otherwise agreed in writing between the contractual partners, with free delivery to the place of use, duty paid and with suitable packaging.

### § 4 Time of Delivery / Service, Transfer of risk

- (1) The date specified in the order is binding. If the delivery/performance of the service takes place before the agreed date, the client reserves the right to carry out the return thereof at the expense and risk of the contractor. If no return is carried out in the event of early delivery, the goods shall be stored with the client at the expense and risk of the contractor.
- (2) The contractor is obliged to inform the client immediately in writing if circumstances occur or he becomes aware of any circumstances which result in him being unable to observe the agreed delivery and performance date. The contractor must take suitable measures to minimise delays to the extent possible. Additional costs for acceleration measures to enable compliance with the delivery date shall be borne by the contractor.
- (3) Acceptance of a late delivery or service does not constitute a waiver of claims to compensation or any other claims.
- (4) The transfer of risk occurs upon acceptance of the deliveries and services of the contractor by the client. All deliveries shall take place at the expense and risk of the contractor. The contractor shall also bear the costs of transport insurance.
- (5) With contracts for work, acceptance shall always take place in writing in the form of an acceptance report.

### § 5 Contractual penalties

- (1) In the event of a missed deadline for which the contractor is responsible, the client is entitled to demand a contractual penalty amounting to 0.3% of the entire order value (net) for each commenced working day, but not, however, more than a total of 5% of the entire order value (net). The penalty must be announced to the contractor within 10 working days from acceptance of the delayed delivery or service. Further claims shall remain unaffected.

### § 6 Execution standards, permits

- (1) The contractor undertakes to observe the customary business practices, the recognised rules of engineering, and the statutory and regulatory requirements.
- (2) Furthermore, the contractor undertakes to procure all the official permits necessary for the performance of the service. The costs associated with this shall not be borne by the client.

### § 7 Force majeure, Cancellation of the contract

- (1) In cases of force majeure, the client may wholly or partly withdraw from the contract or to demand a postponement of the delivery or service to a later date determined by him.
- (2) Should the Contractor apply for insolvency proceedings or should be on the basis of an application by the Client or another debtor, insolvency proceedings are opened or the opening is rejected due to lack of assets, the AG is also entitled to the rights described in paragraph 1.

### § 8 Documents

- (1) All drawings, technical documents, annexes, diagrams, operation and maintenance manuals, user manuals, catalogues, specifications and other documents to be prepared or delivered by the contractor must be prepared in German, unless expressly agreed otherwise upon in writing.
- (2) The contractor must provide all the documents necessary for the proper use of his deliveries or services at the latest upon conclusion of the deliveries or services. These shall become the property of the client.
- (3) The client reserves the right to request all plans and data concerning orders placed by the client and drawn up by the contractor. The contractor is obliged to disclose this data.

### **§ 9 Liability for defects and legal defects**

- (1) The contractor must perform his deliveries and services in accordance with the required quality and free of defects in quality and defects in title. Until the end of the period limitation, he is at his own expense obliged to immediately remedy any defects or perform a replacement delivery or service that is free of defects occurring. This also applies to deliveries/services for which the quality inspection is limited to random samples. Furthermore, the client may also assert the other statutory rights, in particular self-remedy and reimbursement of expenses, withdrawal, reduction in price and/or compensation for damages.
- (2) For the rights of the client in the event of defects in quality and defects in title, the statutory periods of limitation apply. These periods begin upon arrival of the goods to the client respectively upon acceptance of the services.
- (3) For delivered parts that cannot be put into operation during the investigation and/or remedy of the defect, the ongoing period of limitation shall be extended by the duration of the interruption. For parts that have been repaired or supplied as replacements, the period of limitation shall start anew upon conclusion of the installation.

### **§ 10 Liability, insurance**

- (1) The contractor is liable within the scope of the statutory provisions.
- (2) The client requires that the contractor maintain a liability insurance policy with a minimum sum insured of at least 3 million euros per claim for property damage and financial loss in total, and with an unlimited sum insured for personal injury. Additional claims for compensation on the part of the client remain unaffected. The contractor shall show this insurance policy to the client upon request.

### **§ 11 Property**

- (1) Insofar as the client provides substances or materials from which or with the help of which the contractor produces the work owed according to the contract, these shall remain the property of the client. Processing shall be done by the contractor for the client. If the substances and materials that are the property of the client are processed with other objects that do not belong to him, the client acquires the co-ownership of the new item based on the ratio of the value of his items to the other processed objects at the time of processing.
- (2) The regulations described in paragraph 1 also apply to items provided by the contractor that are inseparably mixed by the contractor with other objects that do not belong to the client.

### **§ 12 Property rights**

- (1) All documents, records, software and other information entrusted to the client shall become the property of the client in full, for his unrestricted use thereof in the scope of the purpose of the contract. It is also clarified that the information provided to the client via data carriers may also be used for the client's own use without restrictions.
- (2) The contractor warrants that no rights of third parties are infringed in connection with his delivery/service.
- (3) The contractor indemnifies and holds the client harmless from all claims of third parties arising from any potential infringements of property rights and shall also bear all costs arising for the client in this context.
- (4) Any patent and/or licence fees are covered by the contract price.

### **§ 13 Invoicing, payment**

- (1) Invoices shall be sent to the client's address in a verifiable format and including all of the client's order data. The value added tax must be indicated separately. If these details are missing, invoices are not payable.
- (2) Unless otherwise agreed in writing, payments shall be made within 14 days with a discount of 3% or within 30 days net. The discount deduction is permissible even if the client makes offsets against claims or withholds payments for legitimate reasons, e.g. due to defects. The payment period begins upon receipt of the invoice by the client (date stamp) but not before delivery of the goods or acceptance of a service and transfer of the documentation owed.
- (3) Work at hourly rates, insofar as the client has requested this, shall only be remunerated at the hourly labour rates recognised by the client following verified documentation of hours worked.

### **§ 14 Assignment of claims**

- (1) The assignment of claims of the contractor against the client from or in connection with the order is only permissible with the written consent of the client.

### **§ 15 Confidentiality and data protection**

- (1) The contractual partners are obliged to treat all knowledge of commercial or technical details which are not public knowledge, and which they receive due to the business relationship, as a trade secret. Subcontractors must be accordingly bound to non-disclosure obligations.
- (2) The regulations described in paragraph 1 also apply to the conclusion of the contract in itself.
- (3) The contractor warrants that all information, personal data and documents that are disclosed to him in the course of the placing of the order shall be handled confidentially and shall not be used in any form outside of explicit agreements with the client (purpose limitation). The contractor shall thus take all necessary measures to ensure data protection. This obligation shall continue even after the termination of the order.

### **§ 16 Applicable law, place of jurisdiction, partial invalidity**

- (1) The place of fulfilment for all deliveries and services of the contractor is the delivery address, place of performance or place of use specified by the client.
- (2) The laws of the Federal Republic of Germany apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (3) The contractual language is German.
- (4) Provided that the contractor is a fully qualified merchant, the client's registered office is the place of jurisdiction. However, the client is also entitled to file a suit against the contractor in the latter's registered place of business.
- (5) Should a provision in these business conditions or a provision in the context of other agreements prove to be or become ineffective, the effectiveness of all other provisions or agreements remains unaffected thereby.