

General Terms and Conditions of Purchase of the Anton Häring KG Plant for Precision Engineering

I. Area of Application

1. These General Terms of Conditions of a purchase apply only to companies in the exercise of their commercial or independent professional activity and to legal entities under public law. They apply to all business transactions between the Anton Häring KG Werk für Präzisionstechnik (plant for precision engineering) (hereinafter referred to as “**Häring**”) and the supplier, even if they are not mentioned in subsequent contracts. They apply accordingly to works and services. Acceptance of the delivered products is replaced by acceptance in the case of work services and by receipt of the service in the case of services,
2. Any terms and conditions of the supplier which are contrary to, additional to or deviate from these General Terms and Conditions of Purchase will not become part of the contract unless Häring has agreed to their validity in writing. These General Terms and Conditions of Purchase shall also apply if Häring accepts a delivery from the supplier without reservation in the knowledge of its conflicting, additional or deviating terms and conditions.
3. Any agreements to the contrary, additional or deviating from these General Terms and Conditions of Purchase that are made between Häring and the supplier for the purpose of executing the contract must be displayed in writing. This also applies to the cancellation of this written form requirement.
4. Rights to which Häring is entitled to in accordance with statutory regulations or other agreements beyond these General Terms and Conditions shall remain unaffected.

II. Conclusion and Amendment of the Contract, Contract Implementation

1. Offers, drafts, plans, cost estimates, samples and prototypes from the supplier are free of charge for Häring. At Häring's request, they shall be taken back by the supplier immediately and at its own expense.

2. An order will only become binding when it has been issued in writing by Häring or, in the case of an oral order, has been duly confirmed in writing by the supplier. An order created with the help of automatic devices, which lacks signature and name representation, is deemed to be in writing. If the order contains obvious errors, spelling or calculation errors, it is not binding for Häring.
3. The supplier must issue a written order confirmation in which the price and delivery time are expressly stated immediately, or at the latest within three workdays after the receipt of the order. Deviations of the order confirmation from the order are only deemed to be agreed if they have been confirmed in writing by Häring. The same applies accordingly to subsequent amendments to the contract.
4. Shipping notices, consignment notes, delivery notes, bills and other letters from the supplier must contain the order data, in particular the order number, date and the number of the supplier.
5. Härings' silence in response to offers, requests, or other declarations by the supplier is only deemed to be consent if this has been agreed in writing beforehand.
6. If it becomes apparent during the execution of a contract that deviations from the originally agreed on specification are necessary or expedient, or if there are technical or other improvements compared to the originally agreed specification, the supplier shall immediately inform Häring in writing and submit proposals for changes. Häring will inform the supplier whether and which changes the supplier has to make to the original order. Häring is entitled to change the order at any time, in particular with regard to the specification of the products. In such cases, the supplier shall be granted a reasonable period of time for the necessary changes in production. If the changes change the cost incurred by the supplier as a result of the execution of the contract, the parties shall negotiate an appropriate adjustment of the price. If no agreement on a new price is reached within eight weeks of a written request for negotiation, Häring is entitled to terminate the contract without observing a period of notice.
7. Häring reserves all property rights, copyrights, and other protective rights to all documents. Such documents may not be used for production based on the order of Häring and may not be made accessible to third parties without consent from Häring. At the request of Häring, the supplier shall immediately hand over all documents to Häring if they are no longer required in the normal course of business. The same applies in particular to all drafts, samples, patterns, and models from Häring.
8. If the supplier's financial situation deteriorates significantly or if the reasoned application for the opening of insolvency or comparable proceedings concerning the suppliers' assets is rejected due to lack of mass, Häring is entitled to withdraw from the contract in whole or in part.
9. If sampling of the products has been agreed, the supplier may only begin with series production after prior written approval of the samples by Häring. The written approval by Häring will be given within a reasonable period of time, provided that the product is approved. Subject to any other written agreement, the supplier must provide the

sample to Häring in sufficient time to allow for proper testing and release of the samples and to meet the periods and deadlines for subsequent delivery of the series products.

III. Packaging, Shipping and Transport, Delivery and Acquisition of Ownership

1. The supplier must observe Härings' specifications for the dispatch of the products, in particular with the applicable transport, packaging and delivery regulations. The delivery has to be made in a packaging corresponding to the type of products. In particular, the products must be packaged in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary for this purpose. The supplier shall identify the packaging in particular with the scope of the delivery, the article and material numbers, the delivery quantity, the date of manufacture and the order data, in particular order number, order date, and supplier number.
2. All deliveries must be accompanied by a delivery note with the scope of the delivery, the items, material numbers, the delivery quantity, the production date and the order data, in particular order number, order date, and supplier number, in a single copy.
3. The supplier must also comply with the Hazardous Substances Ordinance (German Law: GefStoffV) when delivering the products, in particular to package and label products accordingly, and to make express reference to hazardous substances in the delivery note.
4. The shipment of the products must be reported to Häring immediately.
5. The supplier is obliged to have transport insurance that is appropriate in terms of type and amount and to provide proof in writing immediately upon request by Häring.
6. Deliveries can only be made on working days within the usual business hours from Monday to Friday from 7:00 a.m. to 11:45 a.m. and from 1:00 p.m. to 4:45 p.m.. The supplier shall indemnify Häring from all claims asserted by third parties for deliveries outside these times, unless the supplier is not responsible for the delivery outside the usual business hours.
7. With their handover, the products immediately and without burden pass into the ownership of Häring. The supplier warrants that it is authorized to resell and transfer ownership.

IV. Delivery Time

1. The delivery periods and dates stated in the order or otherwise agreed upon are binding. The delivery periods start from the receipt of the order. Within the delivery

period or on the agreed delivery date, the products must have been received at the delivery address indicated by Häring.

2. If it becomes apparent to the supplier that the delivery time cannot be adhered to, they must immediately notify Häring in writing, stating the reasons and the expected duration of the delay.
3. In the event of delay caused by the supplier, Häring shall be entitled to demand a contractual penalty of 0.5% of the net order value for each commenced week of delay, but no more than 5% of the net order value, unless the supplier is not responsible for the delay in delivery. Häring must assert the contractual penalty at the latest upon final payment. Cases of force majeure are excluded. Further claims by Häring remain unaffected. The delivery claim of Häring will only be excluded if the supplier pays damages instead of the delivery at the request of Häring. Acceptance of the delayed delivery does not constitute a waiver of claims for damages or a contractual penalty.
4. A delivery before the agreed delivery date is only permissible with the prior written consent of Häring. Häring is entitled to store prematurely delivered products without written consent at the expense of the supplier or to return them at the supplier's expense, unless the premature delivery is minor or the supplier is not responsible for the premature delivery.

V.

Cross-border Deliveries, Preferential Rules of Origin

1. In the case of cross-border deliveries, the supplier shall, at its own expense and in good time, submit to the competent authorities all the declarations and actions necessary for export from the country from which the products are imported into the Federal Republic of Germany and for import into the Federal Republic of Germany, in particular to obtain the documents necessary for customs clearance.
2. The supplier shall ensure that the products or parts of the products to be supplied by the supplier are not subject to national or international export restrictions, in particular those under the Foreign Trade and Payments Act. Should a product or parts of a product be subject to such an export restriction, the supplier shall procure the necessary export licenses for worldwide export at its own expense.
3. The supplier guarantees Häring that the products comply with the preferential rules of origin of the European Community. Häring will receive from the supplier for the products prior to the first delivery a respectively valid long-term supplier's declaration in accordance with the respectively valid EC regulation. The supplier must inform Häring in writing immediately and without being asked to do so if the information in the supplier's declaration no longer applies to the products.

VI. Prices and Payment

1. The price stated in the order is binding. Unless otherwise agreed in writing, the price is “free place of use” and includes in particular the costs for packaging, shipping (including shipping equipment), transport and insurance up to the delivery address indicated by Häring as well as customs duties and other public charges. The statutory value-added tax is included in the price, unless it is expressly referred to as a net price. Insofar as the shipping and transport costs are not included in the price in individual cases and the assumption of the shipping and transport costs by Häring is agreed in writing, this applies only to the costs in the amount of the cheapest shipping and transport method, even if a faster transport should be required to comply with the agreed delivery deadlines and dates. The costs for any return of empties and packaging materials shall also be borne by the supplier.
2. If a VAT-exempt delivery is considered, the supplier shall provide the necessary evidence, insofar as the evidence is attributable to his area of responsibility. For deliveries within the European Union, the supplier must, without being requested to do so, inform Häring in writing of its VAT ID number, prove its entrepreneurial status and cooperate in the bookkeeping and documenting of export documents.
3. Häring receives the supplier’s invoice in a single copy. It may not be enclosed with the delivery, but must be sent separately. Invoices without an order number, order date, or supplier number are deemed not to have been received due to a lack of processing possibilities.
4. Payment will be made after acceptance of the products and receipt of the invoice within 14 days with a discount of 3% or within 60 days net. Payments shall only be made to the supplier and be subject to invoice verification. In the event of defective delivery, Häring shall be entitled to withhold payment to this extent until proper performance without loss of rebates, discounts or similar price reductions. The payment period begins in this respect after complete rectification of the defects. In the event of premature delivery of the products, the payment period begins at the earliest with the expiry of the delivery period or on the agreed delivery date. Insofar as the supplier has to provide material tests, test reports, quality documents, or other documents, acceptance of the products only triggers the payment deadline until Häring has also received the documents owed.

VII. Transfer of Risk

1. The supplier bears the risk of accidental loss and accidental deterioration of the products until they are handed over to Häring.
2. If the supplier is obliged to install or assemble the products in the operations of Häring, the risk of accidental loss and accidental deterioration of the products will not pass to

Häring until complete installation or assembly of the products. This also applies if Häring has taken over certain services, such as transport costs.

VIII.

Warranty, Claims for Defects and Guarantees

1. The supplier warrants that the delivered products comply with the agreed specification, the approved samples as well as the relevant legal provisions and the regulations and guidelines of authorities, professional associations and trade associations as well as the relevant DIN standards.

2. Häring must notify the supplier of obvious (recognized or recognizable) defects immediately after delivery of the products and any hidden defects immediately after their discovery. The indication is immediate if it is made within two weeks after delivery in the case of obvious defects and within two weeks after their discovery. In the case of deliveries consisting of a large number of identical products, Häring shall inspect an appropriate quantity of the delivered products for defects. If the products become unsaleable as a result of the inspection, the quantity to be tested shall be reduced to an appropriate extent. If individual samples of a delivery are defective, Häring may, at its own discretion, demand the separation of the defective pieces by the supplier or assert claims for defects on account of the entire delivery in accordance with the law. If, as a result of defects in the products, an inspection of the products beyond the usual level of incoming inspection becomes necessary, the supplier shall bear the costs of this inspection. In case of delay and loss of the notification, timely dispatch is sufficient.

3. If the delivered products are not marketable or cannot be properly disposed of by Häring due to the defects in accordance with the relevant legal provisions, Häring is entitled to dispose of them at the expense of the supplier, unless the supplier is not responsible for the defects.

4. In the event of defects in the products, Häring shall be entitled, without prejudice to the statutory claims for defects, to demand at its own discretion, the rectification of defects or the delivery of defect-free products by the supplier as subsequent performance without delay. The supplier shall bear the expenses necessary for the purpose of subsequent performance. This shall also apply if the products have been moved to a place other than the delivery address indicated by Häring, in accordance with their intended use, after delivery. If the supplier fails to comply with its obligation to provide supplementary performance within a reasonable period set by Häring, Häring may take the necessary measures at the expense and risk of the supplier itself or have them carried out by a third party at the cost and risk of the supplier, unless the supplier is not responsible for the failure to provide the service owed when the grace period expires. In particular, the setting of a deadline is unnecessary if the supplier refuses both types of subsequent performance or if the subsequent performance has failed or is unreasonable for Häring. Subsequent performance is unreasonable for Häring in particular if Häring has already delivered the defective products to third parties. In addition, setting a time limit is unnecessary if the supplier seriously and definitively refuses to provide the service or if special circumstances exist which, in consideration of the mutual interests, justify the immediate assertion of the claim for defects. Special circumstances exist in particular in urgent cases in which a subsequent performance by the supplier does not in all likelihood eliminate the impending disadvantage for Häring. If the deadline is not necessary, Häring shall be entitled to take the necessary measures at the expense and risk of the supplier, even without the

unsuccessful expiry of an appropriate grace period, provided that Häring notifies the supplier thereof. Further claims by Häring remain unaffected.

5. The acceptance of the products as well as the processing, payment and reordering of products not yet recognized and notified as defective does not constitute an approval of the delivery and no waiver of claims for defects by Häring.

6. The limitation period for Härings' claims for defects is 36 months starting with the delivery of the products. This does not apply if the supplier has fraudulently concealed the defect.

7. Suppliers of products requiring spare parts are obliged to supply Häring with the necessary spare parts, accessories, and tools at the previous prices, plus compensation for the devaluation of the money, for a further period of fifteen years after the expiry of the limitation period.

8. The statutory provisions, if a purchase of consumer goods takes place at the end of the supply chain, remain unaffected.

9. Further guarantees of the supplier remain unaffected.

IX. Product Liability

1. The supplier is obliged to indemnify Häring from claims of third parties arising from domestic and foreign product liability, unless he is not responsible for the product defect according to the principles of product liability law. Further claims by Häring remain unaffected.
2. Within the scope of this indemnification obligation, the supplier shall in particular also reimburse Häring for expenses arising from or in connection with a warning, exchange or recall campaign carried out by Häring. Häring will inform the supplier of the content and scope of the measures to be carried out, as far as possible and reasonable, and give him the opportunity to comment. The supplier shall support Häring to the best of his ability in the measures to be carried out and shall take all reasonable measures ordered by Häring.
3. The supplier is obliged to take out and maintain an extended product liability and recall insurance with worldwide coverage and appropriate coverage for the products with an amount of at least € 3 million per personal injury for each individual person, at least € 5 million per damage to property and at least € 5 million to conclude and maintain financial losses. The supplier hereby assigns to Häring the claims under the extended product liability and recall insurance with all ancillary rights. Häring is already accepting this assignment. If an assignment should not be permissible under the insurance contract, the supplier hereby instructs the insurer to make any payments only to Häring. Further claims by Häring remain unaffected by this. Upon request, the supplier shall

provide evidence to Häring of the conclusion and existence of the extended product liability and recall insurance. The supplier shall refrain from any action or omission which could endanger insurance cover.

4. If the supplier does not duly comply with his obligation under paragraph 3, Häring shall be entitled, but not obliged, to take out an extended product liability and recall insurance at the suppliers' expense.

X.

Property Rights of Third Parties

1. The supplier guarantees that the delivery and use of the products does not infringe domestic or foreign patents, utility models, licenses, or other industrial property rights and copyrights of third parties. This does not apply if the supplier has manufactured the products according to drawings, drafts, or models of Häring or if the products have otherwise been developed by Häring.
2. If claims are asserted against Häring or its customers by a third party due to the delivery and use of the products on account of an infringement of such rights, the supplier is obliged to indemnify Häring from these claims. The obligation to indemnify relates to all expenses incurred by Häring in connection with the claim. In particular, Häring is entitled to obtain permission to use the products from the third party at the expense of the supplier. The indemnification obligation does not apply if the supplier is not responsible for the infringement of the property rights of third parties.

XI.

Force Majeure

1. If Häring is prevented by force majeure from fulfilling its contractual obligations, in particular from accepting the products, Häring shall be released from its obligation to perform for the duration of the hindrance and an appropriate start-up period without being obliged to pay compensation to the supplier. The same applies if it is made unreasonably difficult or temporarily impossible for Häring to fulfil its obligations due to unforeseeable circumstances for which Häring is not responsible, in particular industrial disputes, official measures, energy shortages or significant operational disruptions. Häring may refuse to accept the products if such circumstances impede the sale of the products as a result of reduced demand. This also applies if such circumstances occur at a time when Häring is in default of acceptance.
2. Häring is entitled to withdraw from the contract if such an obstacle lasts for more than four months and Häring no longer has an interest in the performance of the contract as a result of the obstacle. At the suppliers' request, Häring will declare after expiry of the deadline whether Häring will exercise its right of withdrawal or accept the products within a reasonable period of time.

XII. Liability of Häring

1. Häring has unlimited liability for damages arising from the breach of a guarantee or from injury to life, body or health. The same applies to intent and gross negligence or insofar as Häring has assumed a procurement risk. Häring shall only be liable for slight negligence if essential obligations are violated which result from the nature of the contract. In the event of a breach of such obligations, delay and impossibility, Härings' liability shall be limited to such damages, which must typically be expected to arise within the framework of the contract. A mandatory statutory liability for product defects remains unaffected.
2. To the extent that the liability of Häring is excluded or limited, this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents of Häring.

XIII. Transfer of Goods and Provision of Materials

1. The following regulations apply to the transfer of goods:
 - a) Häring reserves all rights, in particular industrial property rights and ownership, to drafts, samples, models, drawings, print templates, tools, software, and other items which are provided to the supplier by Häring for the manufacture of ordered products or for other reasons; the same applies to tools that the supplier has specially manufactured for the production of the ordered products (hereinafter collectively referred to as "items"). Upon completion, Häring acquires ownership of the items manufactured by the supplier for Häring. Häring will leave the items to the supplier for the manufacture of the ordered products.
 - b) The supplier may not make the delivered items accessible to third parties. In particular, the supplier is not entitled to make copies, replicas or other duplications.
 - c) The supplier is obliged to carry out the necessary maintenance and inspection work as well as all maintenance and repair work on the items provided in a timely manner at its own expense. The supplier must immediately notify Häring in writing of any damage that may occur.
2. The following regulation applies to the provision of materials:
If Häring provides the supplier with ancillary goods, the supplier is obliged to collect the ancillary goods from Häring at his own expense and at his own risk.
3. The following provisions shall apply both to the provision of goods and to the provision of materials :
 - a) The Supplier shall not be entitled to pledge the items provided, to assign them by way of security or to make any other dispositions that endanger the property of

Häring. In the event of seizures or other interference by third parties, the supplier shall immediately notify Häring in writing and provide all necessary information, inform the third party about the property rights of Häring and cooperate in the measures taken by Häring to protect the items. Insofar as the third party is not in a position to reimburse Häring for the judicial and extrajudicial costs of enforcing Häring's property rights, the supplier is obliged to compensate Häring for the resulting default, unless the supplier is not responsible for the breach of duty.

- b) The supplier is obliged to handle and store the provided items and goods with care. He must insure the surrendered items and the provided goods at his own expense at replacement value against fire, water, and theft. He hereby assigns all claims for compensation from this insurance to Häring. Häring hereby accepts the assignment. If the insurance contract does not permit assignment, the supplier hereby instructs the insurer to make any payments only to Häring. Further statutory claims of Häring remain unaffected by this. Upon request, the supplier shall provide Häring with proof of the conclusion and existence of the insurance. If the supplier does not duly fulfil his obligation under sentences 2 to 4, Häring shall be entitled, but not obliged, to take out a corresponding insurance policy at the suppliers' expense.
- c) In the case of processing or alteration of the items provided or the provided goods by the supplier, this will always be carried out for Häring. Häring's ownership of these items and the ancillary goods shall continue to apply to the processed or remodeled item. If the surrendered items or the goods provided are processed or transformed with other objects not belonging to the supplier, Häring will acquire co-ownership of the new object in the ratio of the value of the objects or the goods provided to the other processed objects at the time of processing or transformation. The same shall apply if the articles or the ancillary goods are combined or mixed with other items not belonging to the supplier in such a way that Häring loses its full ownership. The supplier will hold the new items in safekeeping for Häring. In all other respects, the same provisions as for the items and the goods provided will apply to the item resulting from processing or transformation as well as connection or mixing.
- d) At Häring's request, the supplier shall draw up inventory lists of the items and ancillary goods provided by the supplier.
- e) The supplier may use the delivered items and the provided goods exclusively for the manufacture and delivery of the ordered products or according to the other requirements of Häring.
- f) The supplier may only use products which the supplier manufactures in whole or in part according to the specifications of Häring or using the items provided by Häring or using the goods provided by the supplier, or offer, deliver or make them accessible in any other way to third parties, with the prior written consent of Häring. This also applies to products which Häring has justifiably not accepted. In the event of a breach, the supplier shall pay Häring a contractual penalty equal to the value of the products concerned plus 10% of the net value, unless the supplier is not responsible for the breach. Further claims by Häring remain unaffected.

- g) The supplier is obliged to compensate Häring for the damage that Häring suffers as a result of the loss, destruction, or other damage to the provided items or the provided goods, unless the supplier is not responsible for the loss, destruction or other damage to the provided items or the provided goods. The supplier shall immediately inform Häring in writing of the loss, destruction or other damage.
- h) The supplier is obliged to return the delivered items and the provided goods to Häring immediately upon termination of the contract. The same applies accordingly insofar as the surrender of the objects or the provided goods is no longer necessary. The return transport to Häring is at the expense and risk of the supplier. The supplier is obliged to compensate Häring for the wear and tear or other deterioration of the surrendered items or the provided goods, which go beyond natural wear and tear, unless the supplier is not responsible for the wear and tear or other deterioration that goes beyond natural wear and tear.

XIV. Secrecy

1. The parties are obliged to keep all information that becomes available to them, which is designated as confidential or can be identified as trade or business secrets according to other circumstances for a period of five years from delivery and, insofar as this is not required for the business relationship, neither to record, nor to pass on, or to exploit such information.
2. The obligation of secrecy shall not apply if the information of the receiving party is demonstrably already known before the commencement of the contractual relationship or was generally known or generally accessible before the commencement of the contractual relationship or becomes generally known or accessible through no fault of the receiving party. The burden of proof is borne by the receiving party.
3. The parties shall ensure by appropriate contractual arrangements with the employees and agents working for them, in particular their freelance employees and the contractors and service providers working for them that they also refrain from any own exploitation, disclosure or unauthorized recording of such business and trade secrets for a period of five years from delivery.

XV. Data Protection

1. The parties are obliged to observe the legal provisions on data protection, in particular the EU Data Protection Regulation ("DSGVO") in the execution of the contract and to impose compliance with these provisions on their employees.

2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the fulfilment of the contract and shall protect them by means of security measures (Art. 32 DSGVO), which are adapted to the current state of the art. The parties are obliged to delete the personal data as soon as their processing is no longer necessary. Any statutory storage obligations remain unaffected by this.
3. Should one party process personal data on behalf of the other party in the course of the execution of the contract, the parties shall conclude an agreement on the processing of the contract in accordance with Art. 28 DSGVO.

XVI. Final Provisions

1. The supplier is only entitled to transfer rights and obligations to third parties or to have an order or essential parts of an order executed by third parties with the prior written consent of Häring.
2. Counterclaims of the supplier shall only entitle him to offsetting if they have been legally established or are undisputed. The supplier can only assert a right of retention if his counterclaim is based on the same contractual relationship.
3. Suppliers of the supplier shall be regarded as his vicarious agents. They shall be notified to Häring in writing immediately upon request.
4. The legal relationship between the supplier and Häring shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. If the purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a public special fund, the exclusive place of jurisdiction for all disputes arising from the business relationship between the supplier and Häring is the registered office of Häring. Häring is also entitled to take legal action at the registered office of the supplier as well as at any other permissible place of jurisdiction. Arbitration clauses are contradicted.
6. The place of performance for the suppliers' delivery and subsequent performance obligations is the delivery address specified by Häring. Otherwise, the place of performance for all services of the supplier and of Häring is the registered office of Häring, unless otherwise agreed in writing.
7. The contract language is German.
8. Should any provision of these General Terms and Conditions of Purchase be or become invalid or unenforceable in whole or in part, or should there be a loophole in these General Terms and Conditions of Purchase, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision, a valid or enforceable provision shall be deemed agreed upon which comes

closest to the purpose of the invalid or unenforceable provision. In the event of an omission, that provision shall be deemed agreed which corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Purchase if the parties had considered the matter from the outset.