

1 General

- 1.1 Orders for deliveries and services (hereinafter "deliveries") by MA micro automation GmbH (hereinafter "MA micro") are subject exclusively to these General Terms and Conditions of Purchase, unless otherwise agreed in writing. MA micro does not accept conflicting conditions, even if MA micro does not expressly object to these conflicting conditions. In particular, general terms and conditions of the supplier shall not become part of the contract.
- 1.2 These General Terms and Conditions of Purchase shall also apply if MA micro accepts the deliveries without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from these General Terms and Conditions of Purchase. Payments by MA micro also do not imply agreement to deviating terms and conditions of the supplier.
- 1.3 These General Terms and Conditions of Purchase shall also apply to future orders placed with the Supplier.
- 1.4 Rights to which MA micro is entitled according to the statutory provisions beyond these General Terms and Conditions of Purchase shall remain unaffected.
- 1.5 Only orders placed by MA micro in text form are valid, whereby electronic form will be sufficient. Orders and agreements placed verbally or by telephone shall only become binding on MA micro with acknowledgement by MA micro in text form.
- 1.6 MA micro may revoke the order in writing if MA micro has not received a consistent written order confirmation from the supplier within two (2) weeks after the date of the order.

2 Prices, Payments and Delivery Conditions

- 2.1 The prices shown in the order are binding and fixed excluding VAT.
- 2.2 Payments by MA micro shall be made within fourteen (14) days with 3% discount or after thirty (30) days without deduction after receipt of deliveries in conformity with the contract and a properly issued invoice. If acceptance is provided for, the payment period shall commence upon acceptance of the deliveries.
- 2.3 Deliveries shall be made "delivered duty paid to the place of delivery specified in the order" (DDP, in accordance with Incoterms valid at the time of order placement), including packaging, unloading and disposal of packaging. The supplier shall take out transport insurance at its own expense.

3 Packing

All shipments must be packed in accordance with commercial practice, or in case of lack of commercial practice, in a secure and appropriate manner. MA micro is entitled to return reusable packaging material free of charge for MA micro and to demand an appropriate refund.

4 Delivery Date, Delay

- 4.1 The supplier acknowledges, that time is of the essence. The delivery dates stated in MA micro's order are binding (fixed date transaction).
- 4.2 If it is expected that the delivery date will be exceeded, the supplier must notify MA micro accordingly in writing without delay, stating the reasons and the expected duration of the delay. The obligation to comply with the agreed dates and any consequences of delay shall not be affected by this notification.
- 4.3 If the supplier fails to meet the agreed delivery date or other dates agreed as subject to penalties, MA micro shall be entitled to claim a penalty amounting to 0.5% of the price of the affected delivery for each commenced week of delay, up to a maximum of 5% of the order value stated in the order (net order value

plus VAT). The right to claim for penalty shall not be forfeited by the fact that MA micro did not expressly reserve the right to claim for penalty upon acceptance of the delayed delivery. MA micro expressly reserves the right to assert a claim for damages irrespective of the assertion of a penalty.

- 4.4 In case of delay by the supplier, MA micro shall be entitled to the statutory rights without restriction. In particular, MA micro shall be entitled to demand damages in lieu of performance and withdrawal after the fruitless expiry of a reasonable deadline set by MA micro. If MA micro claims for damages, the supplier shall be entitled to prove to MA micro that he is not responsible for the delay, unless the supplier has expressly assured MA micro that the delivery date will be met.

5 Delivery Documents

- 5.1 Each shipment shall be accompanied by a delivery bill showing the order number and order reference of MA micro, the MA micro article number per ordering position each, the goods delivered, the number of pieces, the weight and the date of delivery.
- 5.2 If the delivery is made to a third party named by MA micro, a copy of the delivery bill with the third party's acknowledgement of receipt must be sent to MA micro by E-mail (logistic@micro-automation.de) without delay.

6 Customs and Export Control

The supplier undertakes to inform MA micro at the earliest possible time of any existing approval requirements for (re-)exports of its deliveries in accordance with national and international export and customs regulations and the export and customs regulations of the country of origin of its deliveries. For this purpose, the supplier in particular shall provide MA micro with the following information:

- Export list number according to Annex AL of the German Foreign Trade Ordinance (AWV) or comparable list items of relevant export lists;
- Export Control Classification Number (ECCN) according to US Export Administration Regulations (FAR), if the goods are US goods;
- Indication of the trade origin of the deliveries and their components, including technology and software;
- Indication of whether deliveries were transported through the U.S., manufactured or stored in the U.S., or manufactured using U.S. technology;
- Statistical goods number (HS code) of the deliveries.

The supplier is obliged to inform MA micro immediately of any changes to the above information. This shall also apply in particular in the event that deliveries not subject to approval are subject to approval in the future.

7 Invoicing

- 7.1 Invoices are to be sent to the delivery address specified in the order or to the specified invoice address if this address is different from the delivery address, stating the order number assigned by MA micro. Accruing VAT is to be shown separately. As long as the order number is missing, payments to the supplier will not become due.
- 7.2 There must be a separate invoice for each order. The invoices shall be structured in accordance with the order. Partial and final invoices shall be designated as such.
- 7.3 The invoice must show the sales tax identification number (VAT ID No.) of MA micro stated in the order.

8 Liability for Defects

- 8.1 The delivery must be in conformity with the contract, in particular must have the agreed quality, function and performance, comply with the laws and regulations as well as regulations, guidelines and standards of authorities, professional associations and trade associations in force at the time of delivery. This shall also apply in particular with regard to occupational health and safety, environmental protection and fire protection. The Supplier explicitly guarantees compliance with the above properties.
- 8.2 Receipt of the delivery shall be subject to inspection for freedom from defects, correctness and completeness. This inspection shall be carried out insofar as and as soon as this is feasible in the ordinary course of business. MA micro shall give notice of defects immediately after their discovery. In this respect, the supplier waives the objection of late notification of defects.
- 8.3 MA micro shall be entitled to the statutory rights to claim for defects without restriction. In any case, MA micro shall be entitled to demand from the supplier, at MA micro's discretion, rectification of the defect or delivery of a new delivery item. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.
- 8.4 In the event of imminent danger or special urgency, MA micro shall be entitled to rectify the defect itself or have it rectified by third parties appointed by MA micro at the expense of the supplier. If documents that the supplier has in his possession are required for such a substitute performance, he must hand them over to MA micro immediately on request. If the substitute performance by MA micro or a third party designated by MA micro is prevented by rights, the supplier is obliged to procure the corresponding rights for MA micro or the third party designated by MA micro without delay.
- 8.5 Claims for defects shall become time-barred thirty-six (36) months after acceptance of the delivery; in the absence of formal acceptance, thirty-six (36) months after delivery in conformity with the contract. This limitation period shall not apply in cases of fraudulent intent or to deliveries which, in accordance with their normal use, have been used for a building structure and have caused the defectiveness thereof. In these cases, the respective statutory limitation period shall apply.
- 8.6 For subsequently performed deliveries, the agreed limitation period shall begin anew with the written acceptance of these deliveries.

9 Product Liability

If a claim is made against MA micro on the basis of product liability, the supplier shall be obliged to indemnify MA micro against such claims, if and to the extent that the damage was caused by a defect in the supplier's deliveries. In cases of fault-based liability, this shall not apply if the supplier is not at fault. It is the supplier's responsibility to prove that he is not at fault.

10 Compliance with Standards

- 10.1 The supplier guarantees and assures that he and his deliveries comply with applicable laws and regulations, including but not limited to the relevant provisions on environmental protection, occupational safety and the treatment of its employees.
- 10.2 The supplier also undertakes to observe the principles of the UN Global Compact Initiative. These principles relate in particular to the protection of international human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elimination of discrimination in respect of employment and occupation, responsibility for the environment and the prevention of corruption. Further information on the UN

Global Impact Initiative can be found at www.unglobalcompact.org.

- 10.3 Violations of the above regulations entitle MA micro to terminate the contractual relationship immediately for good cause.

11 Withdrawal in the Event of Insolvency, etc.

If the supplier becomes insolvent, ceases to make payments, a provisional insolvency administrator is appointed or an application is made to open insolvency proceedings against the supplier's assets, MA micro may withdraw from the unfulfilled part of the order, without prejudice to other rights. In the event of withdrawal, MA micro shall remunerate the self-contained and proven services provided in accordance with the contract up to the time of withdrawal, provided that these are usable by MA micro. The assertion of claims for damages by MA micro shall remain unaffected.

12 Take-Back and Disposal Obligation

The supplier shall be responsible for compliance with all obligations to take back and dispose of packaging or electrical and electronic equipment existing by virtue of law or statutory order and shall bear any costs arising in connection therewith. No deviating agreement is expressly made.

13 Readiness for Delivery, Availability of Spare Parts

- 13.1 The supplier undertakes to ensure readiness for delivery/stocktaking for the usual service life of his delivery, but at least for a period of ten (10) years after acceptance of the delivery, in the absence of formal acceptance ten (10) years after delivery in conformity with the contract. Irrespective of this obligation, the supplier shall inform MA micro of any intended discontinuation of his deliveries in good time so that deliveries can still be made for MA micro's own stocktaking.
- 13.2 The supplier undertakes to hand over complete spare parts documents to MA micro together with the deliveries and to keep the spare parts designated therein for a period of at least ten (10) years, calculated from the receipt of the goods or, in case an acceptance is agreed, from the time of acceptance of the delivery. The price of the spare part shall not be higher than the price stated in the spare part documents handed over. The Supplier shall be entitled to charge an appropriate surcharge for cost increases for which the Supplier is not responsible and which are due to general price and wage increases.

14 Third Party Property Rights

The supplier shall be liable for ensuring that all deliveries are free of third-party property rights and, in particular, that no patents, licenses or other third-party property rights are infringed by the delivery and its use. The supplier shall indemnify MA micro and its customers against claims by third parties arising from any infringements of property rights, unless it is not responsible for the defect of title.

15 Confidentiality

The supplier is obliged to keep all illustrations, drawings, calculations, other documents and information that have come to his knowledge during the execution of the order strictly confidential and to use them only for the execution of the order. They may only be disclosed to third parties with the prior written consent of MA micro. The confidentiality obligation and use restrictions shall also apply for an unlimited period beyond the termination of the cooperation between the supplier and MA micro on the occasion of the execution of the order.

16 Assignment, Commissioning of Third Parties and Offsetting

- 16.1 The assignment of rights arising from the order by the supplier shall require the prior written consent of MA micro.
- 16.2 The supplier may only place subcontracts with the prior written consent of MA micro.
- 16.3 The supplier shall only be entitled to set-off and/or have a right of retention on the basis of counterclaims that have been finally determined by court decision or are undisputed.

17 Place of Performance, Applicable Law and Place of Jurisdiction

- 17.1 Place of performance for deliveries and services shall be the delivery address specified in the order.
- 17.2 The law of the Federal Republic of Germany shall apply to the exclusion of its conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention; CISG).
- 17.3 In the event of a dispute arising out of or in connection with this order, including any question regarding its existence, validity or termination, the supplier and MA micro shall attempt to resolve such dispute through amicable negotiation in good faith and by all reasonable and appropriate means. If the supplier and MA micro are unable to resolve the dispute, then it shall be submitted to and finally resolved by arbitration in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce (ICC) for the time being in force. The arbitration award shall be final and binding, and a judgment consistent therewith may be entered by any court of competent jurisdiction. The seat and place of arbitration shall be Karlsruhe, Germany and the English language shall be used throughout the arbitral proceedings.

18 Severability Clause

Should one or more provisions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The same applies in the event of a regulatory gap.

19 Privacy

MA micro points out, and the supplier expressly agrees, that MA micro stores, processes and transmits both data of the delivery and payment transactions with the supplier, as well as personal data, which are related to the business relationship with the supplier.

* * *