

General Terms and Conditions of Purchase for planning / consulting and design services

of Aumann Beelen GmbH, Aumann Espelkamp GmbH, Aumann
Lauchheim GmbH, Aumann Limbach-Oberfrohna GmbH
(Rev: February 2024)

1. Validity of the contractual conditions

These Terms and Conditions supplement the General Terms and Conditions of Purchase of Aumann Beelen GmbH, Aumann Espelkamp GmbH, Aumann Lauchheim GmbH and Aumann Limbach-Oberfrohna GmbH. They shall apply to planning, consulting and design services, with the exception of construction work.

Components of the contract are - if available and not otherwise agreed - in the following order:

- 1.1.1. the order letter of the Aumann Group
- 1.1.2. the negotiation protocol(s) in chronological order, i.e. the most recent shall have priority
- 1.1.3. the General Terms and Conditions of Purchase of Aumann Group
- 1.1.4. these Terms and Conditions of Purchase
- 1.1.5. all applicable equipment regulations of Aumann Group and the end customer, including performance descriptions / specifications
- 1.1.6. the relevant generally recognized rules of technology, in particular the relevant DIN regulations.

2. Provisions for the provision of services

The contractual partner shall be obliged to perform all necessary and appropriate services, tasks and duties required to achieve the planning / consulting objective defined in the order. The services, tasks and duties owed by the contractual partner therefore also include all activities not listed in the order which are or become necessary in the contractual partner's area of responsibility defined in the order in order to achieve the planning / consulting objective defined in the order. If it becomes apparent that the cost limit specified in the purchase order or the realization costs determined or agreed with Aumann Group cannot be met in the further pursuit of the previous planning or according to the result of one or more offers obtained, the Contracting Party shall immediately inform Aumann Group in writing of the reasons for the deviation, inform Aumann Group in writing of the effects and show it all possible alternative courses of action (in particular savings possibilities). The Contractual Partner shall also be obliged to inform Aumann Group in writing without undue delay about all of all matters essential to the performance of its tasks. This obligation shall not expire upon termination of the contract. If regulations are under revision or if there are any uncertainties regarding the generally recognized rules of technology which may have an influence on the success of the planning / consulting services owed, the Contractual Partner shall be obliged to inform Aumann Group thereof in writing without delay.

The commissioning of further planners / consultants shall remain reserved.

The Contractual Partner shall inform Aumann Group in due time about the necessity of engaging further planners / consultants and, upon request of Aumann Group, advise Aumann Group on the selection.

Insofar as Aumann Group has assigned the coordination of the planning / consulting services of third parties to the Contractual Partner, the Contractual Partner shall coordinate these services of third parties in such a way that they fit into its owed planning / consulting services. The Contractual Partner shall coordinate its services with Aumann Group and the other professional parties involved prior to their final preparation and check the contributions of the other professional parties involved in the planning (documents and plans) for correctness and plausibility, take their concerns and conditions into account before making them the basis of its own services and integrating them into its own services.

The contractual partner shall be obliged to participate in the meetings arranged by the Aumann Group or by other parties involved in the planning / consulting or by the commissioned specialist companies. The contractual partner shall include or incorporate the results into its planning / consulting services, taking into account its other performance obligations.

The Contractual Partner shall inform Aumann Group about meetings scheduled by other parties involved in the project and, upon request of

Aumann Group, shall prepare minutes of such meetings to an extent appropriate to the content of the meeting and submit them to Aumann Group without undue delay. The Contractual Partner shall not be released from its responsibility to review, control, coordinate and monitor by the fact that one of the other parties involved in the planning / consulting or any other professional party involved is also obliged to control, coordinate or monitor within the scope of its services to Aumann Group.

The Contractual Partner shall exclusively comply with the instructions and orders of Aumann Group and implement them in the performance of its services. Other parties involved in the project or persons acting as representatives of Aumann Group shall only be authorized to issue instructions to the Contractual Partner with the express prior consent or authorization of Aumann Group. This shall also apply to any external project manager appointed by Aumann Group. If the Contractual Partner has concerns about the specifications of Aumann Group or other parties involved, it shall notify Aumann Group immediately and submit proposals for remedial action. If it fails to do so, it may not invoke the incorrectness of such specifications.

The Contractual Partner may not represent the Aumann Group in legal transactions. However, it shall be entitled to issue instructions on its own responsibility which are necessary for the contractual execution of the commissioned manufacturing and delivery services and to ensure the proper course of the project and which do not have any negative effects of a qualitative, scheduling or financial nature for Aumann Group. This shall also apply to declarations for Aumann Group that are factually necessary for the performance of the order for the coordination and supervision of the manufacturing and delivery services. Such instructions shall be documented and communicated to Aumann Group without delay.

3. Dates and time limits

Unless otherwise agreed between the Parties, the Contractual Partner shall perform the planning / consulting services owed by it on the basis of a schedule to be agreed, in particular to commence, promote and complete its performance in such a timely manner that Aumann Group can use it for the expeditious planning / consulting and production progress.

No later than two weeks after receipt of the order, the Contractual Partner shall prepare and submit to Aumann Group a planning / consulting schedule in the form of a bar chart showing all controllable planning / consulting steps and the completion of the individual services and deliveries required until completion of the production measure. On this basis, a planning / consulting schedule shall be agreed with Aumann Group, which shall then become an integral part of the order. If the Contractual Partner does not fulfill this obligation, Aumann Group shall be entitled to determine planning / consulting dates at its reasonable discretion, the expiry of which shall result in the due date of the respective scheduled planning / consulting service. The dates resulting from the bar chart shall be deemed contractual interim dates.

If delays occur, the schedule shall be updated in agreement with the Aumann Group and the process shall be accelerated as far as possible. Any liability claims resulting from the delay shall remain unaffected. Irrespective of this, the contractual partner shall in any case prepare / provide the planning / consulting contributions required for the manufacturing services and deliveries in good time so that the manufacturing / delivery process coordinated with the executing companies is not hindered. Furthermore, the details of the invitation to tender required to prepare for the awarding of manufacturing / delivery services, including planning specifications, must be prepared in such a complete and timely manner that clear and exhaustive specifications for the manufacturing / delivery services can then be drawn up.

Further binding deadlines triggering the due date of the services shall be agreed within the scope of the project processing on the basis of the schedule agreed between the contracting parties or shall be determined by Aumann Group at its reasonable discretion on the basis of the agreed schedule. The Contractual Partner shall be obliged to provide all services required for other planning / consulting and for the execution of the required manufacturing / delivery services in such a timely manner that the completion date agreed

between Aumann Group and the companies executing the manufacturing / delivery services, this may also include Aumann Group itself, as well as the other parties involved in the project is not jeopardized or delayed for reasons that are (also) within the sphere of influence or responsibility of the Contractual Partner.

The contractual partner shall be obliged to document the handover of the documents and other contributions prepared by it to other project participants according to schedule, in particular to keep a list with input and output data from which the respective processing status and the possible distribution of the plans can be seen.

The contractual partner is obliged to provide all documents and information subject to review to the responsible project participants, in particular the authorities, in good time so that the respective review of the documents can be carried out without delay and on time.

4. Modification and additional services

The Contractual Partner shall be obliged to accept and perform any additional services requested by Aumann-Group, unless the services are not related to the services previously ordered and the Contractual Partner is not qualified for them. In this case, the transfer of the services shall require the consent of the Contractual Partner. Additional services not included in the order shall be notified to Aumann Group in writing prior to their execution and reasons shall be given why these services are not included in the agreed scope of services. This shall not apply if Aumann Group expressly orders the performance of an additional service. The Contractual Partner shall be entitled to additional remuneration if Aumann Group orders or confirms the performance of these services in writing with knowledge of the notification. The Contractual Partner shall only be entitled to a right of retention of the required or requested additional or changed service if Aumann Group finally refuses to recognize justified additional remuneration claims.

The Aumann Group shall not be obliged to remunerate services provided by the Contractual Partner without a contractual obligation. However, the Contractual Partner shall be entitled to remuneration if Aumann Group subsequently acknowledges the services. Any statutory claims of the Contractual Partner arising from management without order shall remain unaffected.

Aumann Group may reduce services; in this case the Contractual Partner shall only be entitled to remuneration for the services already rendered.

5. Acceptance

Unless otherwise agreed, Aumann Group shall accept the services rendered by the Contractual Partner that contain a verifiable result (success) and represent the performance owed by the Contractual Partner as a whole, provided that the services have been rendered completely, in accordance with the contract and free of defects and the Contractual Partner has notified Aumann Group in writing of their completion. Aumann Group shall be entitled but not obliged to demand interim acceptance of partial services.

The declaration of acceptance shall be made in writing for reasons of proof. Insignificant defects or insignificant incompleteness, in particular those which only insignificantly impair the contractually agreed or presumed use or which only insignificantly fall short of the agreed or presumed quality or the quality expectation of Aumann Group, shall not prevent readiness for acceptance and acceptance.

Acceptance shall take effect if Aumann Group has declared acceptance in writing. The same shall apply if Aumann Group does not declare acceptance or refuses acceptance although the services of the Contractual Partner have essentially been rendered completely, in accordance with the contract and free of defects. In this case, the Contractual Partner may notify Aumann Group in writing and request the declaration of acceptance again by setting a deadline. The expiry of the deadline shall be deemed the date of acceptance.

6. Surrender of documents / right of retention

The original documents (drawings, plans, etc.) prepared by the Contractual Partner for the fulfillment of the order shall be handed over to Aumann Group clearly and completely or, upon request of Aumann Group, as other electronic media or on data carriers. The Contractual Partner shall return its documents to Aumann Group if it no longer requires them for the performance of its tasks, at the latest, however, upon acceptance of the services of the Contractual Partner without being requested to do so. The Contractual Partner shall be entitled to destroy the documents created by it in connection with the fulfillment of the order after expiry of the limitation period for claims for defects. Prior to this, however, the Contractual Partner shall offer to hand over these documents to Aumann Group and notify Aumann Group of the intended destruction.

The documents may only be destroyed if Aumann Group is in default of acceptance.

A right of retention on the part of the contractual partner to the planning and other documents or services created by him, which are necessary for the

execution of the manufacturing / delivery services, is excluded in any case. In this respect, the contractual partner shall be obliged to perform in advance until completion of the services owed.

7. Minimum Wage Act

The Contractor is responsible for complying with the provisions of the German Minimum Wage Act and for monitoring compliance by its subcontractors. The German Minimum Wage Act shall apply to any employment of employees within Germany, e.g. also to domestic assembly work by foreign contractors and employment of foreign employees in Germany. If Aumann Group is held jointly liable by the Contractor or its subcontractors for non-compliance with the Minimum Wage Act, Aumann Group shall be indemnified against such claims by the Contractor upon first request. Aumann may demand that it be provided with evidence of compliance with the minimum wage regulations and the associated documentation and reporting obligations. Aumann may also demand that subcontractors which appear to be unreliable are no longer employed. Further claims and the right to terminate the contract without notice shall remain unaffected by this.

8. Property rights and know-how

The Contractual Partner shall grant Aumann Group free of charge the right to use industrial property rights and know-how, which the Contractual Partner uses in the performance of the contract, in perpetuity within the scope of the use of the agreed work result.

All documents, drawings and programs prepared by the Contractual Partner in connection with the provision of services for the project shall be subject to the unrestricted right of ownership and disposal of Aumann Group without any additional remuneration.

Aumann Group shall be entitled to use the documentation supplied by the Contractual Partner to manufacture spare and wear parts for the systems of the project or to have them manufactured by third parties and to carry out repairs.

The Contractual Partner assigns to Aumann Group the exclusive and further transferable rights of use and exploitation of all services protected by copyright or otherwise in connection with the performance of the contract. Furthermore, the Contractual Partner assures that it is not aware of any circumstances, in particular no industrial property rights of third parties, which make it difficult or inadmissible to manufacture the objects and processes necessary for the fulfillment of the contract and that no claims for infringement of industrial property rights have been asserted or can be asserted against it.

The Contractual Partner shall indemnify Aumann Group against all claims of third parties arising from the infringement of industrial property rights resulting from a breach by the Contractual Partner of the obligations under clause 8.

Notwithstanding the provisions in clause 8 the Contractual Partner shall be obliged to inform Aumann Group immediately of any industrial property rights that might conflict with the use of the work results of the Contractual Partner. Furthermore, the Contractual Partner shall be obliged to inform Aumann Group of all inventions made by it and / or its subcontractors / sub-suppliers in connection with the execution of the order, to submit all documents required for the utilization of the inventions and to provide all information on the inventions requested by Aumann Group. The contractual partner's duty to inform shall also extend to its know-how which arises in connection with the performance of the contract.

The Contractual Partner shall ensure that the invention rights are claimed from its employees and / or independent persons and transferred to Aumann Group. Aumann Group may then apply for the invention itself for the creation of an industrial property right in Germany and abroad and shall bear the associated costs. Each party shall bear the employee inventor compensation to be paid for its employees in accordance with the statutory provisions.

Should the contractual partner wish to use the inventions, industrial property rights etc. for deliveries and / or services to third parties, the contractual partners shall agree on the details, in particular on an appropriate license fee.

The contractual partner shall be obliged to enter into agreements with all its employees, subcontractors / sub-suppliers and other vicarious agents used in the performance of the contract in good time, by which they recognize the above agreements as binding for themselves.

Notwithstanding the provisions in this clause 8, the Contractual Partner undertakes not to attack industrial property rights which arise during the work and are registered by Aumann Group, neither with an action for annulment nor with an objection, nor to support third parties in attacking these industrial property rights.