

General Terms and Conditions of Purchase

of Aumann Beelen GmbH, Aumann Espelkamp GmbH,
Aumann Limbach-Oberfrohnna GmbH
(Rev: September 2020)

1. Area of Application / Placing of Orders

- 1.1. The legal relationships between the Supplier and Aumann Beelen GmbH, Aumann Espelkamp GmbH and Aumann Limbach-Oberfrohnna GmbH (named Aumann as follows) shall be subject to the terms and conditions stipulated in this document. Any modifications and amendments have to be made in writing. Any other general terms and conditions of business shall not be applicable even if no explicit objection has been made against them in a particular case.
- 1.2. Any contracts shall fix the item to be delivered and the terms and conditions to be applied and the contracts shall be binding if they are executed on Aumann forms with a proper and correct signature and are available at Aumann with a proper and correct counter-signature by the Supplier. This latter provision shall likewise be applicable in case of any modifications or amendments. The item to be delivered is specified by the particular Aumann material number mentioned in the contract and by the documentation established accordingly. A liability for quantities and deadlines of deliveries shall only become effective through delivery schedule arrangements or call-off orders which can be submitted to the Supplier in the form of a written text according to § 126 b of the German Civil Code (BGB). Insofar as the Supplier does not object immediately on receipt, the delivery schedule or release order shall be deemed to have been accepted by the Supplier without any order confirmation being required.
- 1.3. Individual purchase orders (purchase orders) outside the sphere of a conclusion of contracts may be placed up to a maximum order amount specified by Aumann without any signature requirement in the form of a written text according to § 126 b of the German Civil Code (BGB). Unless the Supplier objects to the individual purchase order immediately upon receipt, the purchase order shall be deemed as being accepted without any need for an order acknowledgement.
- 1.4. No transfer or assignment of a purchase order to any third parties shall be authorized without Aumann' prior consent in writing.
- 1.5. Product modifications or changes in the Supplier's production methods, which result in an amendment of the drawing specification or quality standards or otherwise affect the operational reliability and function of Aumann products, shall only be permitted with the prior written consent of Aumann and shall only be remunerated by prior written agreement. Working hours completed shall only be calculated on the basis of recognised working hours that have been signed off by Aumann or its representatives.

2. Delivery and Performance Dates and Deadlines

- 2.1. Delivery shall be effected on the dates mentioned in the delivery schedule call orders, individual purchase orders or call-off purchase orders. Observation of the deadlines shall be deemed as an essential contractual obligation due to the production in series.
- 2.2. The effective date and time for the observation of the deadline or period fixed shall be the date and time of receipt at the Aumann factory to be supplied or at the place of delivery contractually agreed.
- 2.3. Unless delivery on the basis "ex works" has been agreed, the Supplier shall be committed to make the merchandise available for loading and dispatch in due time and to announce the transport of the merchandise to the transporting agent agreed for collection of the merchandise, while observing the usual time required for loading, dispatch and transport.

3. Delay in Delivery

- 3.1. If the date of delivery agreed is not observed as a result of a circumstance for which the Supplier is responsible, the Supplier shall be obliged towards Aumann to provide a compensation for the damage caused by the delay. Acceptance of the delayed delivery or performance shall not be deemed as a waiver of any further claims arising from such delay. Notwithstanding the above, anticipated delays in delivery must be reported to Aumann as soon as possible.
- 3.2. In the event a delivery should be effected earlier than agreed, Aumann shall be entitled to make a return delivery at the Supplier's expense. If no return delivery is effected in the event of a premature delivery, the merchandise shall be stored at Aumann until the delivery time agreed at the Supplier's risk and

expense. If premature deliveries are accepted, the due date for payment of the purchase price shall depend on the delivery date agreed.

- 3.3. In the event of a delay in delivery, a contractual penalty to the amount of 1 % per calendar week or part thereof, but not exceeding the maximum limit of 5 % of the value of the part of the delivery or service which is in arrears shall be payable, while offsetting this amount against any compensation for damages amounts which might be due beyond this amount. Apart from that, § 340 of the German Civil Code shall apply.

4. Terms and Periods of Payment

- 4.1. After delivery and receipt of the invoice, payment shall be effected within 30 days with a 3 % discount for early settlement or within 60 days without any deduction. If delivery has been agreed to be made on the basis "FCA" (Incoterms 2000), the date and time of loading of the merchandise plus the usual transport time shall be relevant for payment.
- 4.2. In the event of a faulty or defective delivery, Aumann shall be entitled to retain payment to the value of the faulty or defective portion of the delivery until its proper and correct completion.
- 4.3. In the event of any current and recurring deliveries, Aumann shall be entitled – even if a separate invoice is established for each single delivery – to make a total payment for all these deliveries at the end of each week without losing its entitlement to the discount for early settlement which has been agreed.
- 4.4. The invoice shall be sent to the factory to be supplied at least 15 days (2 weeks) before becoming mature. The invoice has to show the number and the date of the contract, the number and date of the purchase order, the VAT identification number in cross-border deliveries within the EU, the unloading place, the number and date of the delivery note and the quantity of the merchandise invoiced. The invoice shall be allowed to refer to one single delivery note only.
- 4.5. Aumann shall be entitled to offset the receivables of the Supplier against receivables of Aumann or companies affiliated with the Aumann group. Assignments of the Supplier's accounts receivable to any third parties shall be authorized with an agreement in writing by Aumann exclusively. This consent shall not be rejected without good cause. Aumann reserves the right to make payments by bank cheques, drafts or bills while refunding the applicable discount rate, but in no case more than 0.5 per cent above the basic interest rate payable on the date of maturity.
- 4.6. If the item to be delivered is a construction or work performance, § 16 of the German VOB / B regulation (German construction contract procedures, part B) shall apply.
- 4.7. The Supplier shall not be entitled to claim an objection of insecurity according to § 321 of the German Civil Code.

5. Incoming Goods Check, Quality Assurance, Parts Subject to Documentation

The values defined for the goods inwards inspection of Aumann shall be definitive in relation to unit quantities, dimensions, weights and quality. The inspection and approval will be effected with a reservation to the inspection and examination of the incoming goods for their correctness and suitability and, apart from that, according to Aumann quality regulations, and in particular according to Aumann' guideline "Quality in the Purchasing Process". Inspection staff and domestic/international authorities shall be entitled to inspect the quality of the material and/or production processes of the contractual items during working hours at the Supplier's premises.

Payment of the purchase price shall not constitute any recognition of the faultless and correct delivery of the goods.

The Supplier is committed to keep the state-of-the-art condition, the safety rules, the "General Technical Delivery Rules of Aumann According to Standard No. 05001" and the technical data requirements for his deliveries, and to check the quality of his products on a regular basis.

The Initial Sampling shall be effected in accordance with the regulations of the German Association of the Automobile Industry (VDA) as stipulated in the VDA publishing series "Quality Control in the Automobile Industry" Volume II "Evaluation of Suppliers and Initial Sampling Check". In the technical documents and parts marked with the letter "D", the Supplier shall moreover be committed to stipulate in particular records when, in which way and by whom the items delivered have been checked for the safety characteristics and which results the required quality tests have given. The inspection and test records have to be saved and stored for 10 years and have to be

surrendered to Aumann at any time upon request. The Supplier shall be obliged to commit his sub-suppliers to the same extent and within the bounds of the legal possibilities.

6. Notice of Defects

Defects in deliveries made to Aumann shall be reported immediately in writing to the Supplier as soon as the deliveries have been properly processed. In this respect, the Supplier shall waive any objection of a delayed notice of defects.

7. Freight, Packing, Insurance and Passing of Risk

7.1. Deliveries shall be made, unless otherwise agreed in writing, free at works, packing and freight included. The shipping risk shall be borne by the Supplier. Apart from that, the Incoterms 2000 shall apply.

7.2. Aumann is a self-insurer and, thus, a waiver customer.

8. Warranty

The Supplier shall be liable for any defects of quality and defects of title in the items delivered, as follows:

8.1. Defects of Quality

If a faulty or defective product is delivered, the Supplier must in the first instance be given an opportunity for a supplementary performance by repair, correction or subsequent delivery prior to commencement of the manufacturing procedure (processing or incorporation), unless this is unacceptable for Aumann. If the Supplier is unable to carry this out within the period of grace set or the Supplier is delayed, Aumann may, in cases of particular urgency, such as a threat of production downtime, remedy the contractual item at the cost of the Supplier, either by its own means or by a third party, or withdraw from the contract and return the goods at the risk of the Supplier. Any resulting costs shall be borne by the Supplier. Further statutory claims shall remain unaffected.

The Supplier has to be provided with the parts to be replaced by him immediately by Aumann upon his request and at his expense.

8.2. Defects of Title

The Supplier shall be liable to ensure non-violation of any proprietary rights of third parties (e.g. rights in work results). In the event the use of the item delivered should violate any proprietary rights of third parties, the Supplier shall release Aumann from any related claims. Further statutory claims shall remain unaffected.

Upon request, the Supplier shall inform Aumann about the use of any published and unpublished own and licensed proprietary rights and applications for proprietary rights filed on the delivery item.

8.3. Limitation of Actions

Claims arising from and in connection with clauses 8.1 and 8.2 as well as 9 shall expire 30 months from delivery of the end product to the end customer, but not later than 36 months from delivery to Aumann, unless the statutory period of limitations is longer. Any claims under a right of recourse asserted by Aumann against the Supplier due to defects of title according to §§ 478, 479 of the German Civil Code (BGB) shall remain unaffected thereby. Aumann shall also be entitled to assert such claims if the end customer is not a private consumer, but an entrepreneur.

8.4. Apart from that, warranty shall be subject to the legal requirements.

9. Liability

Unless otherwise provided, the Supplier shall be obliged to provide a compensation for damages which Aumann has suffered directly or indirectly as a result of a faulty or defective delivery, of a violation of safety regulations issued by competent authorities or as a result of any other legal grounds attributable to the Supplier. The Supplier shall be liable, except for cases of absolute liability (e.g. product liability) only if he is responsible for the damage caused. If claims are made against Aumann by third parties, whose rights are not mandatory, on the basis of strict liability, the Supplier shall hold Aumann harmless inter partes as long as and insofar as liability would also directly affect the Supplier. § 254 of the German Civil Code shall apply accordingly.

The Supplier shall be liable for any actions taken by Aumann in defence of any damage (such as special inspections, recall etc.), to the extent as the damage underlying such action is attributable to the Supplier. Insofar, the Supplier shall be granted an opportunity for an investigation of the damage event.

The Supplier shall assume responsibility for the observation of the regulations applicable to the prevention of accidents and of the safety recommendations issued by the competent professional associations, the trade supervisory centre and other similar authorities.

10. Production Means / Purchasing of Materials / Parts Developed by Aumann

Production means such as models, samples, dies, tools, gauges, drawings and the like which have either been provided to the Supplier by Aumann or which have been manufactured by the Supplier according to Aumann instructions and at Aumann expense, and any other materials and utilities provided to the Supplier free of charge for his processing and machining work, shall remain the property of Aumann and must not be transferred to any third parties in any way, and must neither be left for use in any other way nor be used on behalf

of any third parties without Aumann' previous consent in writing even after termination of the contract. Apart from that, these production means have to be made available to Aumann free of charge and in a perfect condition after termination of the contract. Aumann may adopt any production means paid by Aumann on a pro-rata basis upon termination of the delivery at the current value of the Supplier's portion.

Any delivery items that have been developed by Aumann (e.g. that have been manufactured according to Aumann' specifications or drawings and / or which bear a Aumann trademark and / or a Aumann part number) may be sold by the Supplier to Aumann factories exclusively. Any direct deliveries to Aumann' traders and dealers or any third parties are categorically excluded. The Supplier further undertakes not to offer any such parts in catalogues or any other promotional or sales documents. In the event of a violation of any of the above obligations by the Supplier, Aumann shall be entitled to withdraw from the contract and to demand surrender as a result of the violation of the contract obtained or a compensation for the damage and loss occurred.

The Supplier shall be compelled to hold the material in safe custody on behalf of Aumann while applying the diligence of a prudent business man and the Supplier is further committed to inform Aumann immediately of any seizures or attachments or any other security means that could threaten the property of Aumann. If any discrepancies should be revealed in the production means provided, e.g. between a sample and a drawing, Aumann shall be obliged to give notice of such discrepancy before the production process is launched. If the Supplier provides development services as part of an order, these shall be included in the purchase price and shall transfer to Aumann exclusive ownership and rights of use.

11. Confidentiality and Data Protection

The parties hereto undertake to keep and treat as business secrets all commercial and technical details unknown to the general public which they become aware of as a result of the business relationship. Drawings and models, patterns and samples and similar items must not be surrendered or made accessible to any third parties. The Supplier must not use the fact of the business relationship for any promotional purposes or for his public relations work without Aumann's prior written consent. Sub-suppliers have to be committed according to this same provision. Aumann shall be entitled to process, within the meaning of the German Law on Data Protection, the data related to persons which it has obtained within the framework of the business relationship.

12. External Manpower, Compliance

If any serious violations of the occupational safety and health requirements become known to Aumann, Aumann shall be entitled to withdraw from the contract, if the Supplier fails to remedy any such reported violations immediately.

Aumann shall further be authorized to prescribe to the Supplier's personnel the immediate cessation of work. In this case the Supplier shall be liable for damage caused by delay and consequential damage. This shall also apply if the Supplier or its vicarious agents or other persons associated with the Supplier in relation to Aumann or working in the Aumann group or persons assigned by the Supplier commits an act against competition laws, an offence against property or a similar offence or there is justified suspicion of this having been committed.

13. Minimum Wage Law

The Supplier warrants and guarantees to Aumann that he will comply with the provisions of the German Minimum Wage Law and will monitor compliance with the same provisions by his subcontractors. The Minimum Wage Law is applicable to any employment of workforce within Germany, which shall for instance also include assembly and engineering work carried out by foreign entrepreneurs as well as the employment of foreign workforce both on the German national territory. In the event a claim should be asserted against Aumann due to non-compliance with the German Minimum Wage Law on the part of the Supplier or as a jointly liable person, Aumann will have to be discharged from any such claim by the Supplier upon Aumann's first demand. Aumann may request to be furnished proof of compliance with the provisions of the German Minimum Wage Law and with the related documentation and reporting requirements. Aumann may further demand that any continued engagement of apparently unreliable subcontractors be ceased. Any further claims and the right to termination without notice shall remain unaffected thereby.

14. Force Majeure

Cases of force majeure, labour conflicts and any other unforeseeable, unpreventable or serious events shall release the parties hereto from their contractual obligations to perform for the duration of the disturbance or disorder and to the extent of its effect. This shall likewise apply if the events occur at a point in time in which the contractual partner concerned is in default. The parties hereto shall be committed to provide immediately any

required information within the framework of what is reasonable and acceptable and to adjust their obligations to the altered circumstances while acting in good faith.

15. Obligation to Provide Spare Parts

The Supplier undertakes to continue to execute orders for spare and wearing parts for at least another 10 years from the last delivery effected. The guarantee provision in § 8 shall apply to spare parts.

16. Applicable Law, Place of Performance and Place of Jurisdiction

The place of jurisdiction shall be Bielefeld. The place of jurisdiction is the court which is competent for the place of performance. Nevertheless, Aumann shall likewise be entitled to appeal to the courts at the Supplier's domicile. The Law of the Federal Republic of Germany shall apply. The application of the Hague Purchase Act Accord of July 1, 1964 and of the provision of the United Nations' Convention dated April 11, 1980, on Contracts for the International Sale of Goods shall be excluded.