



AAT ALBER ANTRIEBSTECHNIK GMBH

GENERAL TERMS OF DELIVERY AND PAYMENT

1. General validity

(1) All deliveries to us (AAT Alber Antriebstechnik GmbH) by our business partners and suppliers ("Suppliers") shall be governed exclusively by the following General Purchasing Conditions (GPC).

(2) The GPC shall only apply if the Supplier is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(3) The GPC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GPC in the version valid at the time of our order or in any case in the version last communicated to the Supplier in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(4) These GPC apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Supplier shall not be recognised unless we have expressly agreed to their validity in writing. This consent requirement shall apply in any case, for example even if the Supplier refers to its GTC in the order confirmation and we do not expressly object to this.

(5) The GPC shall apply to all future transactions with the Supplier. Deviating agreements must be made in writing.

(6) Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g. setting of deadlines, reminders, cancellation) must be made in writing. Written form within the meaning of these GPC includes written and text form (e.g. letter, e-mail). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declaring party, remain unaffected.

(7) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these terms and conditions.

2. Order

Only orders placed in writing are valid and an order confirmation is always required within 4 working days (exception: Kanban deliveries; see Kanban contract).

Delayed acceptance shall be deemed a new offer and requires acceptance by us.

3. Prices – Terms of payment

(1) The price stated in the order is binding.

(2) Invoices can only be processed if – in accordance with the specifications in our order – they indicate the relevant order number; the Supplier is responsible for all consequences arising from non-compliance with this obligation.

(3) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 3 % discount or net within 30 days of receipt of invoice.

(4) We shall be entitled to set-off and retention rights to the extent permitted by law. In particular, we shall be entitled to withhold due payments as long as we are still entitled to claims against the supplier arising from incomplete or defective services.

4. Delivery date and delay

(1) The agreed delivery date shall be binding for the receipt of the Goods. If a calendar week has been agreed as the delivery date, the last working day of the calendar week confirmed for the delivery shall be the absolute latest date for the receipt of goods. The Supplier is obliged to inform us immediately in writing if it anticipates being unable to meet agreed delivery times for whatever reason.

(2) If the Supplier fails to provide its service or fails to do so within the agreed delivery period or is in default, our rights – in particular our rights to cancellation and damages – shall be determined by the statutory provisions, unless and to the extent that these Terms and Conditions provide otherwise.

(3) For each working day of delay in delivery, liquidated damages of 0.5 % of the order amount shall be due. The order total is calculated from the specified order quantity and the respective item price of the delivery. However, the amount of liquidated damages shall be limited to a maximum of 5 % of the order volume of the delayed Goods. The Supplier reserves the right to prove that no damage at all or only significantly less damage has been incurred. We reserve the right to prove higher damages. The liquidated damages shall be offset against the damage.

5. Delivery

(1) Delivery shall be "carriage paid" within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, delivery shall be made to our registered office in 72458 Albstadt (Germany). The respective place of destination is also the place of fulfilment for the delivery and any subsequent fulfilment (obligation to deliver).

(2) The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of fulfilment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly in the event of acceptance. If we are in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(3) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier shall expressly offer us its service even if a specific or determinable calendar time has been agreed for an action or co-operation on our part (e.g. provision of material). If we are in default of acceptance, the Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract relates to a non-fungible item to be manufactured by the Supplier (customised production), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

(4) The Supplier is entitled to over- and under-deliveries of +/- 5 % of the agreed delivery quantity. AAT Alber Antriebstechnik GmbH is entitled, but not obliged, to retain partial services made by the Supplier, even if the rest of the contract is not executed.

(5) Shipments for which we have agreed to bear the freight costs in whole or in part shall be shipped at the most favourable freight rates. In order to prevent transport damage due to missing or inadequate securing of the load, the Supplier shall ensure the goods are secured by the carrier collecting them. The Supplier shall be liable for all damage and costs arising from inadequate observance of or failure to comply with our instructions.

6. Acceptance

If an official acceptance of the work or the materials is prescribed, it shall be carried out at the Supplier's works and at the Supplier's expense.

7. Packaging

(1) The Supplier undertakes to dispatch the Goods manufactured or processed by it only in packaging that is environmentally friendly in terms of type, shape and size and that complies with the German Packaging Act.

(2) All deliveries shall be packaged in such a way that damage caused by transport and handling of the parts is excluded. Environmentally friendly, recyclable packaging is to be favoured.

The Goods shall be clearly labelled with the quantity, part and drawing number as well as the order data. The drawing number shall be shown with a change index.

ESD protective packaging shall be used if required.



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8. Defective delivery

(1) The statutory provisions and, exclusively in our favour, the following supplements and clarifications shall apply to our rights in the event of material defects and defects of title of the Goods (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the Supplier.

(2) In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the Goods have the agreed quality upon transfer of risk to us. In any case, those product descriptions which – in particular by designation or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality. It makes no difference whether the product description originates from us, the supplier or the manufacturer.

(3) The Supplier shall receive from us the respective valid implementation statuses of the technical documents and shall take suitable measures to ensure that production is always carried out in accordance with the respective valid revision status. Relevant test dimensions shall be specified either on the drawing or on an enclosed test plan.

(4) Should there be any changes to the specification, these shall be communicated to the Supplier by means of a drawing by e-mail. The Supplier is obliged to confirm receipt of the e-mail immediately after receipt of the drawing.

(5) Desired changes require written approval from us.

(6) We are not obliged to inspect the Goods or make special enquiries about any defects when entering into the contract. Partially deviating from § 442 (1) sentence 2 BGB, we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of entering into the contract due to gross negligence.

(7) The statutory provisions (§§ 377, 381 of the HGB [German Commercial Code]) shall apply to the commercial obligation to inspect and give notice of defects with the following proviso: Our duty to inspect shall be limited to defects that become apparent during our incoming goods inspection by an external examination including the delivery documents (e.g. transport damage, incorrect and short delivery), or which are recognisable during our quality control in the random sampling procedure. If an acceptance has been agreed, there is no obligation to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected.

(8) Subsequent fulfilment shall also include the removal of the defective Goods and reinstallation, if the Goods were installed in another item or attached to another item in accordance with their nature and intended use before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) shall remain unaffected. The expenses required for the purpose of inspection and subsequent fulfilment, in particular transport, travel, labour and material costs, as well as any dismantling and installation costs, shall be borne by the Supplier even if it is established that there was actually no defect. Our liability for damages in the event of unjustified requests to remedy defects shall remain unaffected; however, we shall only be liable in this respect if we recognised or were grossly negligent in not recognising that there was no defect.

(9) In exceptional cases, measures may be agreed, taking into account costs, deadlines and capacities, that lead to sorting or reworking by the personnel of AAT Alber Antriebstechnik GmbH or of the Supplier, or to an approval despite production deviations.

(10) In this case or for the purpose of minimising damage, defective parts shall be repaired at the AAT Alber Antriebstechnik GmbH factory, whereby the Supplier shall reimburse the cost price. AAT Alber Antriebstechnik GmbH shall inform the supplier of the damage repair.

(11) Payments made by AAT Alber Antriebstechnik GmbH shall not be deemed to constitute a waiver of the notice of defects.

(12) Notwithstanding our statutory rights and the provisions in this section, the following shall apply: If the Supplier does not fulfil its obligation to provide subsequent fulfilment – by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery) at our discretion – within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement of the expenses required for this or a corresponding advance payment from the supplier. If subsequent fulfilment by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the supplier of such circumstances immediately, if possible in advance.

(13) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

(14) The limitation period shall begin anew for parts newly delivered or repaired by the supplier by way of subsequent delivery. The warranty period shall be 3 years from the transfer of risk.

9. Withdrawal from the contract

AAT Alber Antriebstechnik GmbH may withdraw from the contract if the Supplier applies to open insolvency proceedings, or if such proceedings are opened or refused due to lack of assets. A right to withdraw also exists if individual enforcement actions are taken against the Supplier.

10. Supplier recourse

(1) We shall be entitled to our statutory claims for expenses and recourse within a supply chain (supplier recourse pursuant to §§ 478, 445a, 445b or § 445c, 327 (5), 327u BGB) without restriction, in addition to the claims for defects. In particular, we shall be entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the Supplier that we owe our customer in the individual case; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right of choice (§ 439 (1) BGB) is not restricted by this.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses pursuant to §§ 445a (1), 439 (2), (3), (6) sentence 2, 475 (4) BGB), we shall notify the Supplier and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.

(3) Our claims arising from Supplier recourse shall also apply if the defective Goods have been combined with another product or further processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

11. Producer liability

(1) If the Supplier is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within their sphere of control and organisation and they are liable themselves in relation to third parties.

(2) As part of its obligation to indemnify, the Supplier shall reimburse expenses pursuant to §§ 683, 670 BGB arising from or in connection with claims asserted by third parties, including product recalls carried out by us. We shall inform the Supplier of the content and scope of recall measures – as far as possible and reasonable – and give it the opportunity to comment. Further legal claims remain unaffected.

(3) The Supplier shall take out and maintain product liability insurance with a lump sum cover of at least EUR 5 million per personal injury/property damage. The Supplier shall present the policy upon request.



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12. Accident prevention

If the Supplier has to provide its services on our premises, the Supplier shall ensure that all statutory regulations of the employers' liability insurance associations are complied with by its legal representatives or vicarious agents. The Supplier shall be liable for damage caused to us by inadequate information or non-compliance with the safety regulations of our employees or third parties. In this sense, vicarious agents also include the personnel we make available to the Supplier. Once made available, these personnel are subject to the instructions of the Supplier.

13. Models, tools, confidentiality, ownership

(1) Models and tools manufactured by the Supplier at our expense shall become our property upon payment. They must be handled and stored carefully by the Supplier and insured against disasters, such as fire, water, theft, loss and other damage, at the supplier's expense. Proof of insurance is required. The resale of parts manufactured according to these models and tools is not permitted without our express written authorisation.

(2) Drawings, plans and sketches that we provide to the supplier for the manufacture of the ordered items shall remain our property and shall be treated confidentially, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. They are not to be made available to third parties. Such documents are to be used exclusively for the contractual service and are to be returned to us after completion of the contract.

(3) The contracting parties undertake to treat all non-public commercial or technical details that become known to them through the business relationship as business secrets. Subcontractors shall be bound accordingly.

(4) Special confidentiality agreements and statutory provisions on the protection of secrets remain unaffected.

(5) The above provision shall apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Supplier for production. Such items shall – as long as they are not being processed – be stored separately at the Supplier's expense and insured to an appropriate extent against destruction and loss.

(6) Any processing, mixing or combining (further processing) of items provided by the Supplier shall be carried out on our behalf. The same shall apply in the event of further processing of the delivered Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.

(7) The transfer of ownership of the Goods to us shall take place unconditionally and without regard to the payment of the price. If, however, in individual cases we accept an offer of the seller for transfer of ownership conditional upon payment of the purchase price, the seller's reservation of title shall expire at the latest upon payment of the purchase price for the delivered goods. We remain authorised to resell the Goods in the ordinary course of business even before payment of the purchase price with advance assignment of the resulting claim (alternatively, validity of the simple retention of title extended to the resale). This excludes all other forms of retention of title, in particular the extended retention of title, forwarded retention of title and retention of title extended to further processing.

14. German Federal Data Protection Act

In accordance with § 27 et seqq. of the German Federal Data Protection Act (BDSG), we are authorised to store, transmit, use, revise and delete personal data of the Supplier in the course of business transactions. The Supplier is hereby informed of this in accordance with § 33 (1) BDSG.

15. General provisions

(1) For orders placed abroad, the contract is subject to German law. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.

(2) Irrespective of the place from which the delivery is dispatched by the Supplier, the place of jurisdiction for both parties shall be Albstadt, provided that the Supplier is a merchant. However, we shall also be entitled to bring an action against the Supplier at the court of the Supplier's registered office.

The place of jurisdiction is the local court of Albstadt HRB 1006

VAT ID no. DE 173669635

Managing Director: Klaus-Magnus Junginger

Reference quality assurance agreement with reference number HM 7.4.5 and Kanban supply contract with reference number HM 7.4.8

CONFIRMATION

**of the General Purchasing Conditions of AAT Alber Antriebstechnik GmbH
Version 12/2025**

We hereby confirm receipt of the General Purchasing Conditions of AAT Alber Antriebstechnik GmbH as a binding part of the contract for both parties.

Company: _____ Date: _____

Name: _____ Function: _____

Legally binding signature

Please return the confirmation to AAT Alber Antriebstechnik GmbH.