

# General Terms and Conditions of Purchase

## ads-tec Industrial IT GmbH

### 1. Scope and general provisions

1.1 All deliveries, services and offers (hereinafter collectively referred to as "services") to ads-tec Industrial IT GmbH ("ads-tec") shall be made exclusively on the basis of these General Terms and Conditions of Purchase ("GTCP"). The GTCP shall only apply if the business partner or supplier (hereinafter uniform "Supplier") is entrepreneur (Section 14 German Civil Code), a legal entity under public law or a special fund under public law within the meaning of Section 310 para. 1 German Civil Code.

1.2 GTCP forms part of all contracts concluded between ads-tec and its Suppliers. They shall apply, in particular to contracts for the sale and/or the supply of movable goods ("goods"), regardless of whether the Supplier manufactures the goods itself or buys the goods from sub-suppliers (Sections 433, 650 German Civil Code).

1.3 Unless otherwise agreed, GTCP shall also apply to similar future contracts in force at the time of order placement by ads-tec or in any case in the version last communicated to the Supplier in text form, without ads-tec having to refer to them again in each case.

1.4 Any deviating, conflicting or supplementary conditions of the Supplier, in particular its terms and conditions of sale or general terms and conditions shall only become an integral part of the contract if ads-tec has expressly consented to its validity. This consent requirement shall apply in any event, for example, even if ads-tec unconditionally accepts and/or pays for the service in knowledge of the Supplier's terms and conditions.

1.5 Individual agreements made with the Supplier in specific cases (including subsidiary agreements, supplements and amendments) shall in any case take precedence over these GTCP. Subject to proof to the contrary, a written contract or confirmation from ads-tec is decisive for the content of such agreements.

1.6 Legally relevant declarations and notifications of the Supplier in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing (e.g. by letter, e-mail, fax, remote data transmission). Legal formal requirements and further proofs, in particular in the case of doubts about the legitimacy of the declaring party, remain unaffected.

1.7 References to the validity of statutory provisions are for the purpose of clarification only. Therefore, even without such clarification, the statutory provisions shall apply, unless they are directly amended or expressly excluded in these GTCP.

1.8 To the extent that the contract or these GTCP contain gaps in the provisions, those legally effective regulations that would have been agreed by the Supplier and ads-tec in accordance with the economic objectives of the contract and the purpose of these GTCS shall be deemed to have been agreed upon if they had known the loophole.

### 2. Orders and conclusion of contract

2.1 ads-tec's orders, purchase agreements and deliveries on call as well as their amendments and supplements are binding at the earliest upon written submission or confirmation. The Supplier shall inform ads-tec of obvious errors (for example, typos and calculation errors) and incompleteness of the order, including the order documents, for the purpose of correcting or completing the order before acceptance; otherwise, the contract is deemed not to have been concluded.

2.2 The Supplier is obliged to confirm orders from ads-tec in writing within the specified binding period, otherwise within one (1) week of the order date and specifying the order identifier of ads-tec (date and number) (acceptance). The receipt of the declaration of acceptance by ads-tec is authoritative for the timeliness of the acceptance.

2.3 Late acceptance is regarded as a new offer by the Supplier and requires acceptance by ads-tec. The latter shall also apply if the Supplier confirms or executes the order of ads-tec with an amendment or supplement, whereby ads-tec must always expressly point out such deviations.

2.4 If the order is already based on a binding and subject-compliant contractual offer by the Supplier, the latter is bound to confirm the binding nature of the concluded order in writing to ads-tec within three (3) working days (order confirmation); in the absence of order confirmation, ads-tec is entitled to revoke.

2.5 Deliveries on call as part of an order or on-call delivery schedule become binding if the Supplier does not object within two (2) working days since receipt.

### 3. Compliance and modification of specifications

3.1 The Supplier undertakes to consistently observe the specifications and shall not modify them without the prior written consent of ads-tec. Unless expressly agreed otherwise, the specification of services shall always include the following features:

- a) The goods comply in all respects with the applicable legal requirements, provisions and regulations of the country in which the goods were manufactured, stored or where they were delivered and used.
- b) The production of the goods is of high quality and is carried out in accordance with the best industry standards. The goods are safe, marketable and suitable for use as intended; they comply with at least the agreed technical data, specifications and quality requirements in all respects.
- c) An integral part of the contractual agreements with the Supplier are the special terms and conditions of ads-tec Industrial IT GmbH, summarized under the heading "Supplier Manual" as amended from time to time (available at the Supplier portal of ads-tec Industrial IT GmbH: <https://www.ads-tec-iit.com/unternehmen/lieferanten.html>); the special conditions supplement these GTCP and the respective contract with the Supplier. The agreed technical data, specifications and quality requirements, which are the subject of the respective contract or have been included in the contract in the same way as these GTCP - in particular by name or reference in the order by ads-tec shall also be the technical data, specifications and quality requirements of the product description. It makes no difference whether the product description comes from ads-tec, the Supplier or the manufacturer.
- d) The goods are labeled in accordance with specifications and legal provisions (the latter includes, in particular, the country of manufacture and the country/countries of destination).

3.2 ads-tec reserves the right to extend the specifications to other performance specifications such as packaging, storage and transport requirements.

3.3 ads-tec is entitled to change the time and place of delivery as well as the type of packaging at any time by written notice at least seven (7) calendar days prior to the agreed delivery date. The same applies to changes to the goods in terms of design and execution, insofar as they can be implemented within the scope of the normal production process of

the Supplier without significant additional effort, whereby the notification period according to the previous clause is at least three (3) weeks in these cases. ads-tec shall reimburse the Supplier for the reasonable additional, proven and reasonable costs, incurred in each case as a result of the change. The originally agreed delivery date shall be postponed accordingly if such changes result in delivery delays that cannot be avoided in the normal production and business operations of the Supplier with reasonable efforts. The Supplier shall notify ads-tec in writing of the expected additional costs or delays in good time before the delivery date, but at least within five (5) working days of receipt of the notification from ads-tec according to clause 1.

3.4 ads-tec is entitled to withdraw from the contract at any time by means of a written declaration stating the reason, if the ordered goods can no longer be used by ads-tec or can only be used with significant expenses in its business operations due to circumstances for which the Supplier is responsible (such as the lack of compliance with legal requirements), or the financial circumstances of the Supplier deteriorate after conclusion of the contract in such a way that contractual performance cannot be expected.

### 4. Prices, payment terms, invoice details

4.1 The price stated in the order is binding. All prices are inclusive of statutory value added tax, if this is not stated separately.

4.2 Unless otherwise agreed in writing, the price shall include all services and ancillary services of the Supplier (such as assembly, installation, commissioning) as well as all ancillary costs of delivery and transport to the shipping address specified in the contract, including packaging as well as any transport and liability insurance.

4.3 Insofar as the price does not include packaging according to the agreement made, and the remuneration for the packaging - not only provided on loan - is not expressly determined, it must be calculated at the proven cost price. At the request of ads-tec, the Supplier shall take back the packaging at its own expense.

4.4 Unless otherwise agreed, ads-tec shall pay the agreed price within 14 days with 3% discount or within 30 days net after full delivery and service (including any agreed acceptance) and receipt of the invoice. For the timeliness of the payments owed by ads-tec, the receipt of the transfer order at the bank of ads-tec is sufficient; ads-tec is not responsible for any delays caused by the banks involved in the payment transaction.

4.5 In all order confirmations, delivery documents and invoices, the order number, item no., delivery quantity and delivery address notified by ads-tec must be indicated. In the case of delivery documents, the date of issue and dispatch must also

be indicated. If one or more of these details are missing and the processing by ads-tec is delayed within the normal course of business of ads-tec, the payment deadlines mentioned in clause 4.4 shall be extended by the period of delay. Apart from delivery documents, ads-tec must send a corresponding shipping notice with the same content.

4.6 ads-tec does not owe any due interest. In the event of default in payment, ads-tec owes default interest at the rate of five percentage points above the base interest rate pursuant to Section 247 of the German Civil Code.

4.7 ads-tec is entitled to retain due payments to the extent permitted by law. ads-tec is, in particular, entitled to withhold payments as long as it is still entitled to claims against the Supplier due to incomplete or defective services provided.

4.8 The Supplier shall have a right of set-off or retention only on account of counterclaims that have been established by a court of law or are undisputed.

## 5. Delivery time and delivery; transfer of risk

5.1 The delivery time (delivery date or period) specified by ads-tec in the order or otherwise according to these GTCP is binding. Early deliveries are not permitted.

5.2 The Supplier is obligated to inform ads-tec immediately in writing if circumstances that lead to non-adherence to the delivery time occur or are recognizable.

5.3 In the event of a delay in delivery, ads-tec shall have unlimited legal claims, whereby ads-tec may only exercise a right of withdrawal or assert claims for damages in lieu of performance after a reasonable grace period has elapsed.

5.4 in the event of delays in delivery, ads-tec shall be entitled to demand a contractual penalty of 0.5%, up to a maximum of 5% of the respective gross order value after prior written warning to the Supplier for each week of delay in delivery. The contractual penalty shall be set off against the damage caused by the delay to be compensated by the Supplier.

5.5 Without the prior written consent of ads-tec, the Supplier shall not be entitled to make partial deliveries or to let third parties (e.g. subcontractors) provide the service owed by the Supplier. The Supplier bears the procurement risk for its services, unless otherwise agreed in individual cases (for example, restrictions on stock).

5.6 Delivery shall be "free to the factory or point of use" (in case of doubt, unless expressly agreed otherwise in accordance with INCOTERMS© 2020 "DAP") to the place indicated in the order or otherwise communicated by ads-tec. The respective destination shall also be the place of performance for

the delivery and any subsequent performance (debt to be delivered to the creditor).

5.7 The risk shall only pass to ads-tec, even if shipment has been agreed upon, when the goods are handed over to ads-tec at the agreed place of destination or to ads-tec agents there. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In the event of an acceptance, the statutory provisions of the law on works contract shall also apply mutatis mutandis. The handover or acceptance is the same if ads-tec is in default of acceptance.

5.8 The statutory provisions apply to the occurrence of default of acceptance. However, the Supplier must expressly offer its service to ads-tec even if a specific or determinable time has been agreed for an action or cooperation of ads-tec (e.g. provision of material). If ads-tec is in default of acceptance, the Supplier may demand compensation of its additional expenses in accordance with the statutory provisions (Section 304 German Civil Code). If the contract concerns a non-transferable item to be manufactured by the Supplier (one-off production), then the Supplier shall only be entitled to further rights if ads-tec is obliged to cooperate and is responsible for the failure to cooperate.

## 6. Confidentiality and retention of title

6.1 ads-tec reserves property rights and copyrights to its orders and jobs as well as illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents made available to the Supplier. Such documents shall be used (except for publicly available information) exclusively for the contractual performance and shall be returned to ads-tec upon request in full if they are no longer needed by the Supplier in the proper course of business or negotiations do not lead to the conclusion of a contract. Copies made by the Supplier shall be destroyed in this case, except for storage within the scope of statutory retention obligations as well as the storage of data for security purposes in the context of routine data backup. The documents must be kept secret vis-à-vis third parties for a period of up to five (5) years even after the end 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.

6.2 The above provision shall apply accordingly to substances and materials (such as software, finished products and semi-finished products) as well as to tools, templates, samples and other items that ads-tec provides the Supplier with for production or are manufactured for contract purposes and ads-tec will be charged separately by the Supplier. Such items shall - as long as they are not processed - be stored separately at the Supplier's expense, identified as property of ads-tec, used only for the purposes of the contract and insured to a reasonable

extent against destruction and loss. The Supplier is obligated to provide at its own expense for the maintenance and repair of such items and to notify ads-tec of any damage to these items without delay.

6.3 The Supplier is obligated to inspect items supplied by ads-tec within a period of five (5) working days from their receipt ("inspection period") and to notify ads-tec immediately of any defects to the items provided ("period for notice of defects"). If the Supplier fails to send a notice of defects to ads-tec within the above inspection and notice period, the items provided shall be deemed to have been accepted.

6.4 Processing, mixing or combining (further processing) of items provided by the Supplier shall be deemed to be carried out for ads-tec. The same applies for further processing of the delivered goods by ads-tec, so that ads-tec is considered a manufacturer and acquires title to the product at the latest with the further processing in accordance with the statutory regulations.

6.5 The transfer of the goods to ads-tec must be done without regard to the payment of the price. However, if ads-tec accepts an offer of the Supplier to transfer of ownership as a result of the payment of the price, the retention of title by the Supplier expires at the latest upon payment of the price for the delivered goods. ads-tec shall remain authorized in the proper course of business even before payment of the price for the resale of the goods, subject to advance assignment of the resulting claims (in addition to the validity of the simple and extended retention of title). This excludes all other forms of retention of title, in particular the extended, forwarded and the retention of title extended to further processing.

## 7. Claims arising from defects

7.1 The statutory provisions shall apply in the case of defects in the goods and titles of the services provided by the Supplier (including false and short delivery as well as improper assembly, wrong instructions for assembly, operation or use) and in the event of other breaches of duty by the Supplier, unless otherwise specified above or below.

7.2 However, the warranty period is 3 years, unless the law provides for a longer warranty period for the delivered goods or the breach of duty. Furthermore, claims for defects of title shall not be time-barred as long as the third party can still assert the right against ads-tec, in particular due to lack of limitation.

7.3 At the conclusion of the contract, ads-tec is not obliged to inspect the goods or to special inquiries about possible defects. Therefore, ads-tec shall also be unconditionally entitled to claims for defects even if it has remained unaware of the defects at the time of conclusion of the contract due to gross negligence.

7.4 The statutory provisions (Sections 377, 381 HGB) apply to the commercial duty of inspection and notification of defects with the following conditions: ads-tec's obligation to inspect shall be limited to defects which occur openly during the inspection of ads-tec's goods, including delivery documents (for example, transport damage, false and short delivery) or in the case of a quality control by ads-tec in a sample procedure. Insofar as an acceptance inspection has been agreed, there is no obligation to inspect. Moreover, it depends on the extent to which an inspection is feasible in the proper course of business, taking into account the circumstances of the individual case. ads-tec's obligation to complain about defects discovered later remains unaffected. Without prejudice to its obligation to inspect, ads-tec shall be deemed to be without delay and in good time if the notice of defects is sent within 5 (five) working days from discovery or, in the event of obvious defects, after receipt of the goods.

7.5 Subsequent performance also includes removal of the defective goods and replacement, provided that the goods have been installed or attached to another item in accordance with their type and intended use; ads-tec's legal claim for reimbursement of corresponding expenses remains unaffected. The costs required for the purpose of inspection and subsequent performance shall be borne by the Supplier even in the absence of any defect. ads-tec's liability for damages in the event of unjustified claims for rectification of defects remains unaffected; however, ads-tec shall only be liable if ads-tec has recognized the absence of defects or has not recognized the same out of gross negligence.

7.6 Without prejudice to the legal rights of ads-tec and the regulations in Clause 7.5: If the Supplier fails to comply with its obligation to subsequent performance - by remedying the defect (repair) or by delivering a defect-free item (replacement delivery) at ads-tec's discretion - within a reasonable period set by ads-tec, the latter may remedy the defect itself and demand reimbursement from the Supplier for any expenses or an appropriate advance payment required for this purpose. A deadline need not be specified if the subsequent performance by the Supplier fails or is unreasonable for ads-tec (e.g. due to special urgency, risk of operational safety or imminent occurrence of disproportionate damage); ads-tec shall inform the Supplier immediately or in advance, if possible.

7.7 In all other respects, ads-tec is entitled to reduce the agreed price or to withdraw from the contract in the event of a defect in the goods or title according to the statutory provisions. In addition, ads-tec is entitled to compensation for damages and reimbursement of expenses in accordance with the statutory provisions.

## 8. Supplier's recourse liability

8.1 In addition to the claims for defects, ads-tec is unconditionally entitled to the legally specified recourse or compensation claims within a supply chain (Supplier's recourse pursuant to sections 445a, 445b, 478 German Civil Code); in particular, ads-tec is entitled to demand exactly the type of subsequent performance (repair or replacement delivery) from the Supplier which it owes to its customer in the individual case. ads-tec's legal right to vote (Section 439 para. 1 German Civil Code) is not restricted by this.

8.2 ads-tec shall notify the Supplier and ask for a written statement with a brief explanation of the facts before recognizing or fulfilling any claim for defects asserted by ads-tec's customer (including reimbursement of expenses pursuant to Sections 445a para. 1, 439 paras. 2 and 3 German Civil Code). If a substantiated opinion is not made within a reasonable period of time and no mutual solution is obtained, the claim for defects actually granted by ads-tec shall be deemed to have been owed to its customer. In this case, the Supplier shall be responsible for proving the contrary.

8.3 ads-tec's recourse claims against Suppliers also apply if the defective product has been further processed by ads-tec or another contractor, for example by installing into another product.

## 9. Producer's liability

9.1 In the event of being responsible for a product damage, the Supplier must indemnify ads-tec from claims of third parties insofar as the cause is set in the Supplier's area of control and organization and it is liable in relation to third parties.

9.2 Within the scope of its indemnification obligation, the Supplier shall reimburse expenses pursuant to sections 683, 670 German Civil Code which result from or in connection with a claim asserted by a third parties against ads-tec, including any recall actions carried out by ads-tec. ads-tec shall - as far as possible and reasonable - inform the Supplier of the content and scope of recall measures and give the Supplier the opportunity to comment. Any other legal claims shall remain unaffected.

9.3 The Supplier shall, at its own expense, take out and maintain comprehensive liability insurance, including product liability - in the absence of any other agreement with a flat-rate coverage of at least EUR 5 (five) million per physical/material damage event. Such insurance shall extend to affiliates of the Supplier to the extent that they are involved in a service covered by such GTCP. The Supplier shall send ads-tec a copy of the liability policy at any time upon request.

## 10. Intellectual property rights

10.1 In accordance with Clause 10.2, the Supplier shall ensure that its services do not infringe the intellectual property rights of third parties in

countries of the European Union and the European Economic Area as well as in Switzerland, the United Kingdom or other countries in which it manufactures its products or has them manufactured.

10.2 The Supplier is obligated to indemnify ads-tec (as well as any company affiliated with ads-tec) from all claims that third parties assert against the named party entitled to indemnification due to the infringement of industrial property rights mentioned in Clause 10.1, and to reimburse the named party entitled to indemnification for all necessary expenses in connection with this claim. This does not apply if the Supplier proves that it is neither responsible for the infringement of property rights nor should have known it in the case of applying due commercial diligence at the time of performance.

10.3 Any other legal claims of ads-tec due to defects in title of the goods remain unaffected.

## 11. Spare parts

11.1 The Supplier is obligated to have spare parts available for the products delivered to ads-tec for a period of at least 5 years after delivery.

11.2 If the Supplier intends to discontinue the production of spare parts for the products delivered to ads-tec, the Supplier shall inform ads-tec of this immediately after the decision on the discontinuation. Subject to Clause 11.1, this decision must be at least 12 months before discontinuation of production.

## 12. Compliance with laws

12.1 The Supplier is obligated to comply with the relevant statutory provisions applicable to it under the contract. This applies, in particular to anti-corruption and money laundering laws as well as antitrust and competition, labor and environmental regulations, including the applicable laws governing the regulation of the general minimum wage.

12.2 The Supplier shall use reasonable efforts to ensure that its subcontractors comply with the obligations set out in this Clause 12.

12.3 In the event of a suspicion of a breach of the obligations under clauses 12.1 and 12.2, the Supplier shall immediately inform ads-tec of the clarification measures taken and to disclose the affected supply chain in justified cases. If the suspicion proves to be justified, the Supplier must inform ads-tec of the internal company measures taken to prevent future violations within a reasonable period of time. If the Supplier fails to comply with these obligations within a reasonable period of time, ads-tec reserves the right to withdraw from contracts with the Supplier or to terminate them with immediate effect. The same shall apply in the event of serious breaches of the law by the Supplier.

12.4 The Supplier shall ensure that the products delivered by it meet all relevant requirements for placing on the market in the European Union and in

the European Economic Area. At the request of ads-tec, the Supplier shall prove compliance by presenting appropriate documents.

12.5 The Supplier shall also ensure that the environmental impact resulting from the provision of its services is reduced as far as possible and adequately.

### 13. Assignment and pledge

The assignment or pledge of claims of the Supplier against ads-tec to third parties from the contractual relationship with ads-tec is excluded, unless ads-tec has agreed to such assignment or pledge beforehand in writing.

### 14. Place of jurisdiction and applicable law

14.1 The exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the registered office of ads-tec in Nürtingen, Germany. However, in all cases, ads-tec is also entitled to bring legal action at the place of performance of a delivery obligation pursuant to these GTCP or a priority individual agreement or at the Supplier's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive responsibilities, remain unaffected.

14.2 The laws of the Federal Republic of Germany shall apply exclusively to these GTCP and the contractual relationship between ads-tec and the Supplier, without regard to conflict of laws provisions to other jurisdictions and to the exclusion of international uniform law, in particular the United Nations Convention of 11 April 1980 on Contracts for the Sale of Goods (CISG - "Viennese Sales Convention").

### 15. Contract language

These GTCP shall be executed in English and German. In the event of any discrepancy between the German and English text of these GTCP, the German text shall prevail.