

General Terms and Conditions of Purchase of a.i.m. GmbH

August 2021

Section 1 Application of these Purchase Conditions

1. The following General Terms and Conditions of Purchase (in the following "Purchase Conditions") alone apply to agreements (in the following "Contracts") of a.i.m. GmbH (in the following "a.i.m.") with its contractors (in the following "Contractor").
2. No purchase conditions or other terms or conditions of the Contractor apply unless a.i.m. has expressly agreed to this in writing. These Purchase Conditions also apply if a.i.m. accepts deliveries without reservation even though a.i.m. is aware that the terms and conditions of the Contractor either contradict or deviate from these Purchase Conditions. In the following a.i.m. and the Contractor are also referred to individually as a "Party" and collectively as the "Parties".
3. These Purchase Conditions apply to all future orders, even if specific reference is not made thereto in an individual case.

Section 2 Conclusion of and Content of Agreement

1. Contracts will only come into effect, through
 - (a) agreement through an individual supply contract,
 - (b) an order from a.i.m. and order confirmation from the Contractor, or
 - (c) a call-off in the EDI system from a.i.m.
2. In the event of an order from a.i.m. (outside of the EDI system), the Contractor will confirm the orders from a.i.m. within three (3) working days to a.i.m. in writing (e.g. by email or facsimile) or object to the order with a reasonable justification in similar written form.

If the Contractor does not object to the order within three (3) working days, the order from a.i.m. will be deemed accepted by the Contractor.
3. Call-offs from a.i.m. will become binding if the Contractor does not provide a.i.m. with an objection in writing (e.g. by email and facsimile) within 48 hours (calculated on working days only) after the call-off has been entered into the EDI system. No order confirmation from the Contractor will be required in the event of a call-off via the EDI system, unless a.i.m. expressly requests such order confirmation.
4. If the Contractor processes an order or a call-off this is deemed equivalent to a call-off or an order confirmation by the Contractor.
5. a.i.m. can demand modifications to the goods customary in the branch and other modifications reasonable for the Contractor, in particular with regard to construction and execution. Any consequences, in particular with regard to extra costs and reduced costs and delivery dates, will be agreed by mutual consent.
6. Contracts, orders and call-offs, including amendments thereto must comply with written or text form requirements. Transmission by fax or email satisfies the written-form requirement (text form).
7. The Contractor may not transfer or issue as a subcontractor any part of the Contract without prior written permission from a.i.m. The Contractor is liable for compliance

with all rights and duties from this Contract by any subcontractors to the same extent as for its own fault.

8. Unless set out otherwise in the Contract, all tools and all other items required for its satisfaction will be procured by the Contractor at its cost and the latter will maintain these items in good condition and replace them at its cost, if required.

Section 3 Delivery Options, Passage of Risk and Default in Acceptance

1. On-time deliveries are of the essence for the Contracts. The delivery times or dates agreed in the Contracts are always binding. Receipt of the goods at the stipulated destination address is definitive for determining whether the planned delivery date has been observed. The risk only passes to a.i.m. when the goods are handed over. If the Contractor is in default of delivery with its deliveries in accordance with the delivery schedule, a.i.m. can in addition to its other rights demand from the Contractor (i) a faster form of transportation at the cost of the Contractor and (ii) the reimbursement of all loss which a.i.m. has sustained owing to production delays based on the non-compliance with the delivery dates.
2. If the Contractor is in default of delivery, a.i.m. is entitled to demand a contractual penalty, setting off any compensation, in the amount of 0.2 % of the delivery value per full working day of the delay, but no more than a total of 5 % of the value of the delivery concerned. a.i.m. may assert the contractual penalty as well as demand fulfilment. a.i.m. can assert the contractual penalty up until the final payment of the respective Contract. Unconditional acceptance of a delayed delivery or performance does not indicate waiver of any contractual penalty. a.i.m. reserves the right to assert further claims.
3. If it becomes clear that delivery dates/deadlines cannot be kept, the Contractor will inform a.i.m. in writing without undue delay.
4. The Contractor can only appeal on the grounds of the lack of necessary documents, data or any other items to be provided by a.i.m. if it gives written warning thereof and the Contractor has not received such within a reasonable deadline from receipt of the written warning.
5. Unless agreed otherwise in writing all deliveries of the goods will be DDP (Incoterms 2020) to the destination designated by a.i.m.
6. Part deliveries are permitted only with a.i.m.'s prior written consent.
7. All order confirmations, delivery notes and invoices will in any case contain the order number, the order date, the article description, the article number of a.i.m., the customs tariff number, delivery quantity and delivery address. The delivery note, which the Contractor will enclose in duplicate with each delivery, will also contain the batch number, item number.
8. a.i.m. is not liable for accidental loss or accidental deterioration of excess deliveries or goods delivered too early. In the case of deliveries made in accordance with sentence 1, a.i.m. can return the goods to the Contractor at the latter's risk and cost or warehouse them at the Contractor's risk and cost.

Section 4 Audit Rights/Inspection and Acceptance of Goods

1. a.i.m. is entitled to inspect whether the Contractor complies with the provisions of these Purchase Conditions and the Contracts. Any such inspection will be carried out after a.i.m.'s prior warning and during usual operating hours of the Contractor. The Contractor will give a.i.m. access to the Contractor's business facilities. The Contractor will employ its best efforts at its own cost to support a.i.m. when carrying out the

inspection and will provide a.i.m. for this purpose with, in particular, all tools, facilities, and support necessary for an inspection without additional cost. At the request of a.i.m. the Contractor will, to the extent required, also provide a qualified employee free of charge who will assist a.i.m. with the inspection. a.i.m. may also use an agent for the inspection. a.i.m.'s customers are also entitled to an audit right in accordance with section 4 of these Purchase Conditions.

2. The Contractor will implement an outgoing goods inspection. On the receipt of goods a.i.m. is only obliged to inspect the goods for identity and quantity discrepancies, clearly recognisable transport damage and clearly recognisable defects and to report these within ten (10) working days of receipt of the goods to the Contractor. Any other defects will be deemed to have been reported in a timely manner if they are reported within five (5) working days of discovery. a.i.m. is not subject to any other obligation in respect of inspection or reporting complaints.

Section 5 Prices and Payment

1. The prices set out in a.i.m.'s order or the call-off are binding and are deemed to be fixed prices including transport, packaging, and insurance. Any prevailing VAT must be added.
2. Unless a special agreement is concluded a.i.m. will choose to make payments within thirty (30) calendar days after delivery and receipt of a due and proper invoice by a.i.m. or within fourteen (14) calendar days after delivery and receipt of a due and proper and auditable invoice by a.i.m. with a 3 % discount.
3. The condition for the due date of the payment is that a due and proper and auditable invoice has been submitted. All invoices addressed to a.i.m. must in particular be presented in duplicate, be in euros, record separately any prevailing VAT on the date of delivery and state the contract number recorded in the Contract and the tax number of the Contractor, as well as specify the content set out in section 3 (7) of these Purchase Conditions.
4. The Contractor is not entitled to make unilateral price increases not even in the event of increases in costs applied by its Contractors or subcontractors.
5. All costs and expenses incurred by the Contractor in the context of a Contract, in particular for cost estimates, site inspections, preparation of offers on projects or necessary extra work are included in the agreed price.
6. a.i.m. is entitled to set-off and retention to the extent provided for by statute. The Contractor is only entitled to set-off and retention if its claims are undisputed or have been finally and absolutely ascertained by a competent court.

Section 6 a.i.m.'s Acquisition of Title

The Contractor's goods will remain in the ownership of the Contractor until they have been paid in full. Any other reservation of title, in particular an extended reservation of title is ruled out.

Section 7 Warranty

1. The Contractor warrants that its goods (i) correspond to a.i.m.'s specifications and the samples provided by a.i.m. (ii) are appropriate for the usual use and the intended use under the Contract, (iii) correspond to state of the art in science and technology and the prevailing industrial standards, (iv) correspond to the public provisions applicable at the time of delivery, (v) correspond to the technical safety requirements applicable on

delivery and the relevant work protection and accident prevention provisions and, if applicable, (vi) the requirements of Regulation EC 1907/2006 (REACH) in combination with Regulation EC 1272/2008 (CLP Regulation) each in its current version.

2. To the extent the specifications and requirements of a.i.m. contradict the industrial standards the specifications and requirements of a.i.m. will take precedence. If the Contractor can recognise the contradiction it will inform a.i.m. without undue delay thereof in writing.
3. The Contractor is obliged to introduce at least an acknowledged quality assurance system pursuant to IATF 16949 and ISO 9001 (in the prevailing version) and to maintain and enhance it for the duration of the entire contractual relationship between the parties. In addition, to these Purchase Conditions a.i.m.'s "Quality Management Agreement for Supplies, Performance and Services" applies to the Contracts.
4. When manufacturing goods and providing services for a.i.m., the Contractor will use environmentally friendly substances and materials and will ensure that all materials supplied and services provided by subcontractors satisfy the same requirements.
5. If a.i.m. inspects or approves samples, drawings, specifications, or other data of the Contractor in the context of the Contract this does not restrict the liability of the Contractor.
6. a.i.m. is entitled to the statutory warranty rights whereby a.i.m. is entitled to choose the type of subsequent fulfilment. The warranty period is 36 months with effect from delivery to a.i.m.. The warranty period for goods improved or replaced within the warranty period will start to run again on improvement or replacement being provided.
7. The Contractor bears the cost of subsequent fulfilment. This applies in particular to costs for transport, travel, labour and material costs, installation and dismantling. The costs and the risk for accidental loss and accidental deterioration of faulty goods on return delivery are borne by the Contractor. The Contractor also bears the costs for inspection of incoming goods in excess of the usual due to defects.
8. In relation to the Contractor the statutory provisions of sections 445a and 445b German Civil Code (*BGB*) apply.
9. a.i.m. is entitled (i) after the unsuccessful expiry of a subsequent deadline set for the Contractor, (ii) if the Contractor refuses to provide subsequent performance or (iii) if the subsequent performance fails, which is the case if two attempts at subsequent performance have failed, to remedy the defect itself at the cost and risk of the Contractor or to have it remedied by third parties at the cost and risk of the Contractor..
10. a.i.m. may itself remedy slight defects or have such remedied at the cost and risk of the Contractor without prior agreement, in order to satisfy its duty to reduce damage without this affecting the warranty duty of the Contractor itself. The defect is slight if it can be remedied and the removal costs are low, and the expense for remedying the defect definitely does not exceed 5 % of the Contract value of the respective goods. This also applies in matters of urgency if there is a threat of unusually high damages.
11. The Contractor is also liable pursuant to these Purchase Conditions for defects in the goods of its Contractors and sub-contractors.
12. In other respects the Contractor is liable as set out in statute.
13. a.i.m. does not acknowledge and hereby objects to any clauses limiting the Contractor's warranty or liability.

Section 8 Product Liability and Claims of Third Parties

1. If a claim is asserted against a.i.m. by a third party owing to a bodily injury or property damage by way of product and/or manufacturer's liability and if this damage is caused

- by the goods supplied or the services provided by the Contractor, the Contractor will indemnify a.i.m. – insofar as the Contractor itself is liable externally – from such claim.
2. If third parties assert claims against a.i.m. which could be caused by the goods delivered or the performance of the Contractor the Contractor will support a.i.m. with its defence.
 3. If a.i.m. is obliged, (i) due to the faulty nature of the goods supplied or the performance or one of the components of the performance of the Contractor and (ii) the risk to persons or items resulting from these goods or performances to carry out a recall the Contractor will also bear all costs for the recall; insofar as fault is required for the Contractor's liability under the statutory regulations, these statutory regulations shall apply to the fault requirement. a.i.m. will inform the Contractor of the recall measures – if possible and deemed reasonable – as soon as possible and give the Contractor an opportunity to state its case.
 4. If the Contractor has indications that the recall could become necessary, it must inform a.i.m. thereof without undue delay in writing and hand over the relevant documents for risk assessment purposes.
 5. The Contractor bears the burden of proof in this respect to the extent that the cause of the damage lies within its area of responsibility.
 6. This does not affect any further-reaching statutory claims of a.i.m..

Section 9 Infringement of Property Rights

1. The Contractor warrants that the goods do not infringe any third party rights which contradict the contractual or habitual use of the goods or are suited to restricting such use.
2. The Contractor will indemnify a.i.m. from all claims of third parties and the costs of legal action which are a consequence of the infringement of a patent, utility model, registered design, copyright or other intellectual property within the scope of section 9 (1) of these Purchase Conditions. The indemnity duty of the Contractor also applies if a.i.m. prescribes a part of the construction of the goods or a part of the manufacture of the goods or a.i.m. prescribes the entire construction or manufacture, but the infringement is based on other circumstances for which the Contractor is responsible.
3. If the sale or use of the goods is prohibited or presumably will be prohibited, for example due to a breach of the obligation set out in section 9 (1) of these Purchase Conditions, the Contractor must at its own cost, as a.i.m. chooses, either (i) give a.i.m. and its customers the right to use and distribute the goods, (ii) replace the goods with equivalent goods which do not infringe third-party property rights or (iii) render the goods delivered free of protection, provided the contractually agreed quality is not adversely affected thereby.
4. These claims under this section 9 (2) and (3) of these Purchase Conditions do not exist if the Contractor is not responsible for the infringements of the property rights or the Contractor should not have had knowledge thereof even if it had exercised the diligence of a prudent businessman.
5. Other statutory claims of a.i.m. remain unaffected.

Section 10 Force Majeure

1. Force majeure, in particular by embargoes or other official measures, fire, flooding, explosions, natural disasters, epidemics, pandemics, war, terrorism, transport delays, labour conflicts (including lock-outs or strikes), court orders or instructions or other unforeseeable, unavoidable events will release the Parties from the duty to perform for the duration of the disruption and to the extent of their effect. If the restriction is not just

temporary, a.i.m. may, irrespective of its other rights, withdraw from the Contract concerned, purchase the goods itself or via the Contractor from other sources or reduce the quantities it purchases from the Contractor without liability.

2. If a.i.m. has to change its delivery schedule due to force majeure and the delivery is postponed the Contractor will retain the goods concerned in accordance with the instructions from a.i.m. and will deliver them after the force majeure has been remedied.
3. The Contractor and a.i.m. will each inform the other without undue delay of cases of force majeure and their presumed duration.

Section 11 Confidentiality

1. The Contractor must keep confidential as against third parties all trade or business secrets of a.i.m. (in the following: "Confidential Information") and may only use such information to satisfy the Contracts. Confidential Information is in particular descriptions, presentations, sketches, designs, cuttings, samples, formulas, analyses, procedures, manufacturing processes, programmes, plans, drafts, customer data, marketing strategies, existence and form of business relationships, circumstances surrounding business relationships, (patentable or non-patentable) inventions and other know-how of a.i.m., as well as any other information from and about a.i.m., which must be acknowledged as confidential by an objective recipient acting with the care of a prudent businessman considering the circumstances of the individual case. Confidential Information is also the knowledge of a.i.m.'s internal processes and circumstances which the Contractor has gained while executing the collaboration or establishing the business relationship between the Parties.
2. The Contractor may only provide those persons with Confidential Information who must be involved for the purpose of the Contracts and only to the extent they are obliged also to observe confidentiality. The information is not deemed to be confidential if the Contractor can prove that the information concerned (i) at the time of the disclosure was already known to the Contractor, (ii) was already in the public domain at the time of disclosure or became known without any breach of the Contract and any other confidentiality obligation after it had been provided, (iii) was disclosed to the Contractor by third parties without infringing a confidentiality duty, (iv) was processed independently by the Contractor without the use of Confidential Information or (v) must be disclosed by the Contractor due to a statutory provision, an official decision or a court decision.
3. The confidentiality duty also applies after the contractual relationship between the Parties has ended for a period of five (5) years from the last order or last call-off.
4. The Contractor is liable for each infringement of the confidentiality obligations by a vicarious agent or other third parties to whom it has given access to the Confidential Information.

Section 12 Insurance

The Contractor will take out adequate product liability insurance to cover the risks resulting from the performance of the agreement. This insurance cover must provide cover for at least EUR five (5) million per loss event and at least EUR ten (10) million per calendar year and must exist for the duration of the agreement as well as the limitation periods associated with the product deliveries carried out on the basis of this agreement.

The product liability insurance will also cover recall actions.

Upon a.i.m.'s request, the Contractor must provide proof of such insurance and the cover amounts..

Section 13 a.i.m.'s Title

1. a.i.m. reserves title in all items which it provides to the Contractor, in particular in packaging materials, models, tooling, moulds, gauges, dies and other construction, assembly and manufacturing means and documents (in the following: "Reserved Goods")
2. If the Reserved Goods are combined or irreversibly mixed using other items which do not belong to a.i.m., a.i.m. will acquire co-ownership in the new item in the ratio of the value of the Reserved Goods to the other items at the time of such combining or mixing. If the combining or mixing process takes place in such a way that the Contractor's item must be regarded as the principal item, the Parties will be deemed to have agreed that the Contractor hereby transfers to a.i.m. co-ownership therein in the ratio of the value of the Reserved Goods to the other combined or mixed constituents at the time of such combining or mixing. a.i.m. hereby accepts such transfer and assignment.
3. Processing or alteration of Reserved Goods by the Contractor will always be carried out on behalf of a.i.m.. If the Reserved Goods are processed with other items which do not belong to the Contractor, a.i.m. will acquire pro-rata co-ownership in the new item commensurate with the ratio of the value of the Reserved Goods supplied to that of the other processed items at the time of processing.
4. The Contractor must store the Reserved Goods separate from other items and have them marked at all times as the property of a.i.m. On request from a.i.m. the Contractor must surrender the Reserved Goods at any time to a.i.m. The Contractor must inform a.i.m. immediately in writing of any damage, loss or destruction of Reserved Goods.
5. The Contractor will hold the Reserved Goods in custody on a.i.m.'s behalf free of charge. The Contractor will treat the Reserved Goods with care and is obliged to insure the Reserved Goods adequately against damage, loss or destruction and provide a.i.m. with proof of insurance when requested.
6. The Contractor may use the Reserved Goods solely to manufacture in order to satisfy the Contracts.
7. Any changes to the Reserved Goods require prior written permission from a.i.m.
8. These provisions apply accordingly if a customer of a.i.m. is the owner of the Reserved Goods whereby the Contractor may also demand surrender to itself at any time in this case.

Section 14 Spare Parts

1. The Contractor is obliged to maintain spare parts for products supplied to a.i.m. for a period of fifteen (15) years after serial supply has ended, and to accept a reasonable scope of orders from a.i.m. for spare parts during this period.
2. If no other agreement has been reached, the prices for the first five years of this period will still correspond to those which applied to the product concerned at the time serial supply ended. After this time, the Contractor will supply the spare parts at customary market prices.

Section 15 Other Obligations of the Contractor

1. The Contractor undertakes to comply with the applicable statutory requirements.

2. The Contractor undertakes to comply with the Act Governing a General Minimum Wage (*MiLoG*) as amended from time to time and, in particular, to pay to its employees at least the statutory minimum wage.
3. If claims are filed against a.i.m. under sections 13 *MiLoG* and 14 German Act on the Posting of Workers (*AEntG*) by employees of the Contractor, its subcontractor(s) or a temporary work agency, then the Contractor will indemnify a.i.m. from liability pursuant to sections 13 *MiLoG* and 14 *AEntG* and reimburse a.i.m. for any costs it incurs from such claims asserted by these employees unless the Contractor is not responsible therefor. a.i.m. may offset any payments which it has made pursuant to sections 13 *MiLoG* and 14 *AEntG* against all the Contractor's claims.
4. If with a.i.m.'s prior consent the Contractor passes on the contractual performance or parts thereof to a subcontractor or temporary work agency, the Contractor undertakes to ensure by contract that the subcontractor or temporary-work agency used complies with the obligations set out under section 15 of these Purchase Conditions.
5. Upon request of a.i.m., the Contractor will provide monthly evidence that it and any subcontractor or temporary work agency instructed by it are paying the minimum wage. a.i.m. may inspect anonymised wage and payroll lists of the Contractor at any time.
6. To secure its claims a.i.m. reserves the right to demand at any time that the Contractor provide security, e.g. in the form of a bank surety.
7. a.i.m. has the right to terminate without notice and otherwise end the contractual relationships with the Contractor if the Contractor or a subcontractor or temporary work agency instructed by it does not pay its employees the minimum wage pursuant to section 1 *MiLoG*.

Section 16 Final Provisions

1. The Contractor may only assign claims of the Contractor against a.i.m. to third parties with prior written permission of a.i.m.
2. Any amendments and additions to these Purchase Conditions must be in written form to be valid. This also applies to any amendment to this written-form clause.
3. Exclusive place of jurisdiction for all disputes from or in connection with the Purchase Conditions and the Contracts and their validity is Stuttgart (Germany). a.i.m. may at its due discretion file legal action against the Contractor at its registered office.
4. The Purchase Conditions and the Contracts are subject to German law, excluding the United Nations Convention on the International Sale of Goods (CISG).
5. The place of performance (specified destination) is the place at which the goods are to be delivered or the service is to be provided in line with a.i.m.'s instructions.
6. Should individual provisions of these Purchase Conditions be or become void or invalid in whole or in part, this will not affect the validity of the other provisions. The Parties undertake to agree a valid and effective provision to replace the void or invalid provision which reflects as closely as possible the legal and economic purpose of the invalid provision. The same applies to any lacuna.