

General Purchasing Terms ASKION GmbH

1. General Provisions

- 1.1. These terms and conditions will become part of the purchase agreement. Any conflicting or deviating delivery terms or other restrictions from the supplier will not be recognized unless explicitly agreed to by the purchaser in writing on a case-by-case basis.
- 1.2. Any other agreements, changes, or side agreements are only valid if the purchaser agrees to them in writing.
- 1.3. These terms are also applicable to works contracts and mixed contracts and are only valid towards merchants as defined by Section 310, Paragraph 1 of the German Civil Code (BGB).
- 1.4. Information provided to us in connection with offers is not considered confidential.

2. Offer

- 2.1. The supplier must strictly adhere to the request in the offer and explicitly point out any deviations.
- 2.2. The offer must be made free of charge and does not create any obligations for the purchaser. If our order constitutes an offer under Section 145 BGB, we are bound by it for one week from its receipt by the supplier. A delayed order confirmation/acceptance statement from the supplier will not be binding, even if we do not explicitly reject it.

3. Order

- 3.1. Orders and order changes must be made in writing. The content of oral and telephone discussions is only binding if confirmed in writing.
- 3.2. Each order and order change must be confirmed in writing by the supplier.
- 3.3. All documents must include the complete order number and order date.
- 3.4. Any material provided by us for further processing remains our property. The supplier must replace any damage to this material.
- 3.5. The price indicated in the order is binding unless otherwise agreed.
- 3.6. No changes to the product or service may be made by the supplier without our consent. Any misunderstandings must be clarified.

4. Delivery Time

- 4.1. The delivery time starts from the date of the order. As soon as the supplier believes that they cannot fulfill their contractual obligations, either in whole or in part, or not on time, they must immediately inform the purchaser, stating the reasons and the expected duration of the delay. If the supplier fails to notify us, they cannot invoke the hindrance. The notification does not release the supplier from liability for the damage caused by the delay.
- 4.2. If the supplier fails to meet the agreed delivery time, they are liable according to the statutory provisions. Any agreed penalty for late delivery remains unaffected, subject to Section 340, Paragraph 2 BGB.

5. Warranty, Defects and Liability

- 5.1. The supplier warrants that the delivery item is free of defects that impair its value or guaranteed suitability. The purchaser will notify the supplier of any defects in the delivery item immediately, and no later than within 30 days, once detected in accordance with the usual course of business. The same applies to services such as assembly, maintenance, etc.
- 5.2. The warranty period is two years after delivery unless otherwise agreed.
- 5.3. The supplier's warranty extends to parts manufactured by subcontractors.
- 5.4. The warranty period is extended by the time between the notification of the defect and its rectification. If the delivery item is entirely replaced, the warranty period starts again; in the case of partial replacement, this applies to the replaced parts. The supplier is also liable for consequential damages.
- 5.5. Parts complained about under the warranty remain available to the purchaser until replaced and become the supplier's property once replaced.
- 5.6. In urgent cases, or if the supplier fails to remedy the defect or fails to do so successfully, the purchaser may rectify the defect at the supplier's cost.
- 5.7. The acceptance of deliveries and services by the purchaser does not affect the supplier's warranty obligations.
- 5.8. The supplier indemnifies the purchaser from claims arising from product liability and the German Product Liability Act, insofar as the supplier or their subcontractor has caused the defect triggering the liability.

6. Insurance

- 6.1. The supplier must take out adequate liability insurance at their own cost for any damages caused by them, their personnel, or their agents during the provision of services, delivery of work, or goods. The supplier must prove the coverage amount for each insured event upon request by the purchaser.
- 6.2. The purchaser will insure machines, apparatus, etc., loaned to them against standard risks. The purchaser is not liable for the loss or damage of loaned machines, apparatus, etc., except in cases of willful or grossly negligent behavior.

7. Shipping instructions

- 7.1. The delivery must include a delivery note. All shipping notices, delivery notes, consignment notes, invoices, etc., must clearly state the purchaser's order number and order date, as well as delivery location details.
- 7.2. Goods must be clearly and unambiguously labeled.

8. Invoice and Payment

- 8.1. Invoices must be sent in single copy by separate mail to the following address:
ASKION GmbH, Gewerbepark Keplerstraße 17 – 19, 07549 Gera.
- 8.2. The invoice must include our order number, and the provisions of Sections 14 and 14a of the German Value Added Tax Act (UStG) must be observed.
- 8.3. The payment term begins from the receipt of the invoice or goods, or upon complete performance of the service, whichever is later. If delivery occurs before the agreed date, the payment term begins on the agreed delivery date at the earliest.
- 8.4. Payments do not imply acceptance of the delivery or service as in accordance with the contract. Payment for accepted deliveries or services will be made within 14 days with a 2% discount or within 30 days net, unless otherwise agreed. This is contingent on the goods being delivered defect-free and services being fully performed.
- 8.5. The purchaser has the right to offset the supplier's claims with any counterclaims they may have against the supplier.

9. Documents

- 9.1. All drawings, standards, guidelines, analysis methods, formulas, and other documents provided to the supplier for the manufacture of the delivery item by the purchaser, as well as documents created by the supplier based on special instructions from the purchaser, remain the property of the purchaser and may not be used by the supplier for other purposes, copied, or made accessible to third parties. Upon request, the supplier must immediately return these documents, including all copies and reproductions, to the purchaser. The purchaser retains the industrial property rights to all documents handed over to the supplier. The supplier must treat the request, order, and related work as a business secret and handle it accordingly. The supplier is liable for any damage resulting from the violation of these obligations.
- 9.2. The standards and guidelines specified by the purchaser apply in their most recent version. Supplier-specific work standards and guidelines must be requested from the supplier if they have not already been provided.

10. Items

Forms, models, tools, etc., that are manufactured by the supplier for the execution of the order become the property of the purchaser upon payment, even if they remain in the possession of the supplier.

11. Assemblies, Maintenance, Inspections, Repairs, etc.

- 11.1. When assemblies, maintenance, inspections, repairs, etc., are performed at the purchaser's premises, the safety and regulatory provisions for external companies, temporary, and agency workers, which are summarized in an instruction manual, will apply. This instruction will be conducted by a coordinator appointed by the management and confirmed in writing with a signature before work commences.
- 11.2. The purchaser is not liable for any risk regarding the property of the supplier or their staff brought onto the purchaser's premises.

12. Patent Infringement

- 12.1. The supplier is responsible for ensuring that the delivery and use of the delivery items do not infringe any patents, licenses, or other third-party protection rights. The supplier shall bear any license fees.
- 12.2. If we are held liable by a third party for alleged patent infringements, the supplier must indemnify us upon first written request, unless the supplier proves that they are not responsible for the breach. The supplier's indemnity obligation extends to all costs incurred by us as a result of the third-party claim.

13. Advertising Material

The supplier may not reference the business relationship with the purchaser in informational or advertising material without explicit written consent from the purchaser.

14. Export and Import Restrictions, Customs Procedures, other Information Obligations related to Import and Export

- 14.1. The supplier ensures that the delivery or service is not obstructed by any national or international foreign trade regulations, nor by any embargoes and/or other sanctions, and that the supplier complies with the obligations set out in this section.
- 14.2. The supplier must fulfill all requirements of the relevant national and international customs and foreign trade laws for the delivery or service and, before the contract is concluded and in case of any changes, promptly provide the purchaser with all documents, data, and information in writing that are necessary to comply with foreign trade laws for export, import, and re-export, particularly including any government approvals and existing reporting obligations that need to be obtained by the supplier.
- 14.3. The supplier ensures that the customs classification in the statistical goods tariff (HS-Code), the country of origin, as well as the export control classification of the hardware, software, or technology to be delivered (e.g., number from the national export list, EU Dual-Use List, Export Control Classification Number (ECCN), and/or the category of the United States Munitions List) are provided.
- 14.4. If the supplier breaches the obligations mentioned above, they shall reimburse the purchaser for any costs and damages arising from this, unless the supplier can prove that they are not responsible for the breach.

15. Applicable Law, Jurisdiction

- 15.1. For all legal relationships between us and the buyer, only German law applies, excluding the UN Sales Convention (CISG).

15.2. The exclusive jurisdiction for any disputes arising directly or indirectly from the legal relationship between us and the supplier shall be at the location of our place of business.

16. Severability Clause

If any provisions of these general terms and conditions of sale are entirely or partially invalid, the remaining provisions will remain fully effective.