General Terms and Conditions of Sale Alfmeier Präzision SE
(Last Update: 02/2021)

1. Scope

1.1. These sales conditions of Alfmeier Präzision SE apply exclusively to companies, legal entities under public law or special funds under public law within the meaning of § 310 paragraph 1 BGB (hereinafter referred to as "Customer"). Any terms and conditions of the customer to the contrary or deviating from our terms and conditions of sale shall only be recognized by us if we expressly agree to their validity in writing. The terms and conditions of sale will also apply if we carry out delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale.

1.2. These conditions of sale will also apply to all future transactions with the customer, even if they are not explicitly agreed again.

1.3. Terms and conditions of the customer or third parties will not apply, even if we do not object to their validity in individual cases. Even if we refer to a letter which contains or refers to the terms and conditions of the customer or of a third party, this does not constitute agreement with the validity of those terms and conditions.

1.4. In the case of framework agreements and continuing obligations, changes to the conditions of sale shall be notified to the customer in writing. They shall be deemed approved if the customer does not object in writing within one month of receipt of the notification. We will make special reference to this consequence when making the announcement.

2. Offer - Offer documents

2.1. Our offer is subject to change without notice unless otherwise stated in the order confirmation.

2.2. Conclusions of contracts and orders as well as amendments and supplements must be made in writing. This also applies to the written form requirement itself. Verbal agreements which are not confirmed by us in writing shall not become part of the contract.

2.3. We reserve ownership rights and copyrights to all documents, such as illustrations, drawings, calculations, etc., provided to the customer in connection with the placing of the order. This shall also apply to such written documents which are designated as "confidential". The customer requires our express written consent before passing them on to third parties.

3. Prices - Terms of payment

3.1. Unless otherwise stated in the order confirmation, our prices are quoted in Euro and apply "ex works", excluding packaging; this will be invoiced separately. We reserve the right to change our prices accordingly if cost reductions or cost increases occur after the conclusion of the contract, particularly due to collective wage agreements or changes in material prices. We will prove this to the customer upon request.

3.2. The statutory value added tax is not included in our prices; it is shown separately in the invoice at the statutory rate on the day of invoicing.

3.3. Deliveries, partial deliveries and/or other services are payable without deduction within 30 days of the invoice date, unless otherwise agreed with the customer. Interest on overdue payments shall be charged at a rate of 9% p.a. above the respective base interest rate. The assertion of a higher damage caused by default remains reserved.

3.4. The customer shall only be entitled to set-off rights if his counterclaims have been legally established, are undisputed or have been acknowledged by us. Furthermore, he is only entitled to exercise a right of retention if his counterclaim is based on the same contractual relationship.

4. Delivery time, delivery quantities

4.1. The beginning of the delivery period stated by us presupposes the clarification of all technical questions.

4.2. Compliance with our delivery obligation further presupposes the timely and proper fulfillment of the customer's obligation. The defense of non-performance of the contract remains reserved.

4.3. If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims. Insofar as the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

4.4. Furthermore, in the event of a delay in delivery, we shall be liable for each completed week of delay within the framework of a lump-sum compensation for delay amounting to 0.5% of the delivery value, but not more than 5% of the delivery value.

4.5. Further legal claims and rights of the customer remain reserved.

4.6. Quantities contractually agreed by us are to be understood as an upper limit. The monthly call-off is limited to a maximum of 1/12 of the promised annual quantity or, in the case of a shorter contractually agreed quantity, to a maximum of the monthly average quantity. Additional costs due to additional or reduced call-offs due to an order confirmation accepted by us amounting to +/- 5% shall be borne by the customer.

4.7. The party concerned shall not be liable for events of force majeure which considerably complicate the contractual performance of the party concerned or which temporarily hinder or render impossible the proper execution of the contract. Force majeure shall mean all circumstances independent of the will and influence of the contracting parties such as natural disasters, government measures, official decisions such as official requirements or delayed official inspections, blockades, war and other military conflicts, mobilization, civil unrest, terrorist attacks, strikes, lockouts and other industrial unrest, confiscation, embargo or other circumstances which are unforeseeable, serious and beyond the control of the contracting parties and occur after

conclusion of the contract. Insofar as one of the contracting parties is prevented from fulfilling its contractual obligations by force majeure, this shall not be deemed to be a breach of contract, and the periods stipulated in the contract or on basis of the contract shall be extended appropriately in accordance with the duration of the hindrance. The same shall apply if the contracting party concerned is dependent on the advance performance of third parties and this is delayed. Each Contracting Party shall do everything in its power necessary and reasonable to mitigate the consequences of a force majeure. The party affected by the force majeure shall immediately notify the other party in writing of the beginning and end of the hindrance. As soon as it is established that the force majeure lasts longer than 6 months, each party is entitled to terminate the contract by registered letter.

5. Material provided by the customer

5.1. If it has been agreed between us and the customer that materials are to be provided by the customer, the customer must deliver them to us in good time and with an appropriate quantity surcharge of at least 5% in perfect condition at his own expense and risk.

5.2. If the customer does not fulfil his obligation according to clause 5.1. in due time, delivery periods shall not commence. In addition, the customer shall bear any additional costs incurred as a result of the delay, e.g. due to interruptions in production.

6. Transfer of risk - packaging costs

6.1. Unless otherwise stated in the order confirmation, delivery "ex works" is agreed. Separate agreements shall apply to the return of packaging.

6.2. If the purchased item is dispatched to the customer at the customer's request, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer upon dispatch to the customer, at the latest upon leaving the factory/warehouse. This shall apply irrespective of whether the goods are dispatched from the place of performance or who bears the freight costs.

7. Liability for defects

7.1. Warranty claims of the customer presume that he has properly fulfilled his obligations to inspect and give notice of defects according to § 377 HGB (German Commercial Code).

7.2. If there is a defect in the purchased item, we shall be obliged, at our option, to subsequent performance in the form of rectification of the defect or delivery of a new defect-free item. In the event that the defect is remedied, we shall be obliged to bear all expenses necessary for the purpose of remedying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the object of sale was brought to a place other than the place of performance.

7.3. If the supplementary performance fails, the customer shall be entitled, at his option, to withdraw from the contract or demand a reduction in the purchase price.

7.4. Warranty claims shall not exist in the event of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear as well as in the event of damage arising after the transfer of risk as a result of faulty or negligent handling, excessive strain, unsuitable equipment or as a result of special external influences not assumed under the contract. If improper repair work or modifications are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences either.

7.5. The limitation period for claims based on defects is 12 months, calculated from the transfer of risk.

7.6. The limitation period in case of a delivery recourse according to §§ 478, 479 BGB remains unaffected.

8. Liability

Our liability for any legal reason is limited - as far as legally permissible - to intent and gross negligence. This limitation of liability shall not apply in cases of injury to life, limb or health and in cases of mandatory statutory liability (e.g. product liability). In the event of a slightly negligent breach of material contractual obligations, our liability shall be limited to compensation for the foreseeable damage, unless there is damage in accordance with sentence 2. Essential to the contract is a duty which is of essential importance for the achievement of the contractual work, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the buyer relies and may rely.

9. Retention of title

9.1. We reserve title to the object of sale until full payment of all claims arising from the delivery contract. This shall also apply to all future deliveries, even if we do not always expressly refer to them. The retention of title applies to purchased goods which are to be paid for by means of part amortization.

9.2. In the event of breach of contract by the customer, particularly default in payment, we shall be entitled to take back the object of sale. The taking back of the object of purchase by us shall constitute a withdrawal from the contract. After taking back the object of sale, we shall be entitled to sell it; the proceeds of such sale shall be set off against the customer's liabilities - less reasonable selling costs.

9.3. The customer is obliged, as long as the ownership has not yet been transferred to him, to treat the purchased item with care; in particular, he is obliged to sufficiently insure it at his own expense against damage at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.

9.4. In the event of attachments or other interventions by third parties, the customer must notify us immediately in writing so that we can file a suit in accordance with § 771 ZPO (Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.

9.5. The customer is entitled to resell the object of sale in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claims which accrue to him from the resale against his acceptance or third parties, irrespective of whether the object of sale has been resold without or after processing. The customer remains authorized to include this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application has been made for the opening of composition or insolvency proceedings or payments have not been suspended. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides us with all information required for collection, hands over the associated subordinate debt and informs the debtors (third parties) of the assignment.

9.6. The treatment and processing or transformation of the object of sale by the customer is always carried out in our name and on our behalf. If the object of sale is processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the object of sale (final invoice amount including VAT) to the other processed objects at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed agreed that the customer shall transfer co-ownership to us pro rata. The customer shall keep the sole ownership or co-ownership thus created in safe custody for us.

9.7. The customer also assigns to us the claims to secure our claims against him which arise against a third party through the connection of the object of sale with a piece of real estate; we hereby accept this assignment.

9.8. We shall undertake to release the securities to which we are entitled at the customer's request insofar as the recoverable value of our securities exceeds the claims to be secured by more than 20%; the choice of the securities to be released shall be incumbent on us.

10. Devices and copyright

10.1. Devices, tools and other templates developed and manufactured by us for the execution of the order shall remain our property, even if pro-rata costs have been invoiced.

10.2. The customer is solely responsible for ensuring that no rights of third parties, particularly copyrights, patents or utility models, are infringed by the execution of his order. The customer shall indemnify us from all claims of third parties due to such infringements.

11. Industrial property rights

11.1. We shall not be liable if we have manufactured the delivery items in accordance with drawings, models or other equivalent descriptions or information provided by the customer and do not know or, in connection with the products developed by the customer, cannot know that industrial property rights are thereby infringed.

11.2. Insofar as we are not liable pursuant to Clause 11.1. the customer shall indemnify us against all third-party claims.

11.3. The customer undertakes to inform us immediately of any risks of infringement that become known to us and of any alleged cases of infringement.

11.4. We are exclusively entitled to industrial property rights resulting from the performance of our services.

11.5. Drafts and construction proposals from us may only be passed on to third parties with our permission.

11.6. In the event that the customer proposes improvements or changes to the contractual services to us, we acquire all rights to the implementation or use of such suggestions in the contractual services, in particular all exclusive rights of use and exploitation.

12. Safekeeping, insurance

12.1. Templates, drawings, raw materials, tools and other objects used for reuse as well as semi-finished and finished products shall only be stored beyond the delivery date after prior agreement and against special remuneration.

12.2. If the above-mentioned objects are to be insured, the customer shall arrange the insurance himself.

13. Privacy

13.1. Drafts, design proposals, models, matrices, templates, samples, tools and other means of production, as well as confidential information made available to the customer by us or made known to him, may only be made accessible to third parties with our prior written consent.

13.2. During the term of this Agreement and for a period of three years thereafter, both parties shall maintain secrecy via third parties regarding what is disclosed to them by the other party as confidential during the preparation and execution of the Agreement ("Confidential Information").

13.3. The parties shall ensure that confidentiality is also maintained by their employees and representatives.

13.4. The parties are authorized to disclose confidential information to the extent required by law, a final judgment or a final administrative order.

13.5. Confidential information does not include such information that is or becomes generally known without the disclosing party being responsible for it, that was already known to the disclosing party before it was made available to it by the other party, that became known to the disclosing party by a third party lawfully and without disclosure restrictions against or that was collected/developed by the disclosing party itself without using or referring to the confidential information.

14. Duty to take due care in the context of human rights

14.1 The Partner (Customer, Supplier or Other) is obligated to establish processes for his duty to take due care of the human rights in his company, provided Partner delivers products or provides services, where potential negative effects on human rights are to be feared in the value-added chain (e.g. risk management system), and to take systematic and adequate precautionary measures in the context of human rights based on this process. Relevant in this regard are the specifications of the UN Guiding Principles on Business and Human Rights as well as the respective relevant OECD Guiding principles & Concepts. In accordance with the Guiding Principles, the Partner shall design adequacy and scope of these measures according to the size and sales of its company, the nature of the product or service as well as according to the origin of the product or service and the raw materials contained in it, and particularly according to the associated risks.

15. Other

15.1. The law of the Federal Republic of Germany shall apply exclusively to the exclusion of all international and supranational (contractual) legal systems, particularly the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2. The place of performance for all obligations arising from the contract shall be our place of business. The exclusive place of jurisdiction shall be, to the extent permitted by law, the court having jurisdiction ratione materiae, locally and internationally for our place of business. However, we shall also be entitled to bring an action before the general place of jurisdiction of the customer.

15.3. There are no verbal side agreements. Amendments and supplements to the conditions of sale must be made in writing in order to be effective. This also applies to the cancellation of the written form requirement.

15.4. The German wording of these conditions is authoritative.