

General Terms and Conditions of Purchase

of

Intesia Group Holding GmbH, Otto-Lilienthal-Straße 24, 71034 Böblingen

Intesia Germany GmbH, Otto-Lilienthal-Straße 24, 71034 Böblingen

1. General Information, Scope

(1) These General Terms and Conditions of Purchase (GTCP) apply to all our legal relationships with our suppliers, in particular to all quotations and contracts relating to supplies and services. These General Terms and Conditions of Purchase shall apply only if the contractor ("Contractor") is a commercial enterprise (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law, and the legal transaction is a business-related legal transaction.

(2) These GTCP shall also apply – in the version valid at the time of the order or conclusion of the contract or, in any event, in the version last communicated in writing – to future transactions, even if they have not been expressly agreed again.

(3) Our GTCP apply exclusively. Any deviating, conflicting or supplementary GTCP of the Contractor shall only become part of the contract to the extent that we have agreed to their validity in writing. This requirement for consent shall also apply if we accept the supplier's deliveries without reservation whilst being aware of the supplier's General Terms and Conditions.

(4) Individual agreements made with the Contractor on a case-by-case basis (including ancillary agreements, additions or amendments) shall take precedence over these GTCP. However, they require a written contract or our written confirmation to be valid.

(5) Legally relevant declarations and notifications by the Contractor relating to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, email, fax). Statutory formal requirements and further evidence, in particular where there are doubts as to the legitimacy of the person making the declaration, remain unaffected.

2. Conclusion of the Contract

(1) Our order shall not be deemed binding until it has been submitted or confirmed in writing. The Contractor must notify us of any obvious errors (e.g. clerical or calculation errors) or omissions in the order, including the order documents, prior to acceptance, so that these may be corrected or rectified; otherwise, the contract shall be deemed not to have been concluded.

(2) The Contractor is required to confirm our order in writing within two working days or, in particular, to fulfil it unconditionally by dispatching the goods (acceptance). A delayed acceptance shall be deemed as a new offer and requires our acceptance.

3. Prices and Payment Terms

(1) The price stated in the order is binding. All prices are net prices, subject to the applicable statutory value added tax.

(2) Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Contractor, as well as all possible ancillary costs.

(3) The agreed price is due for payment within 60 days of full performance (including any agreed acceptance) and receipt of a valid invoice.

In the case of bank transfers, payment shall be deemed to have been made on time if our bank receives the transfer instruction before the payment deadline expires; we shall not be held responsible for any delays caused by the banks involved in the payment process. If payment is made within 14 days, we are entitled to deduct a 3% discount from the invoice amount.

(4) We shall not owe any interest on overdue payments. The statutory provisions shall apply in the event of late payment.

4. Delivery Time and Delays, Partial Performance

(1) The performance deadline specified by us in the order is binding. If no performance deadline is specified in the order and none has been agreed otherwise, performance must take place immediately after the conclusion of the contract. The Contractor is obliged to notify us in writing without delay if, for whatever reason, it is unlikely to be able to meet the agreed performance deadlines.

(2) If the Contractor fails to perform its obligations or fails to do so within the agreed performance period, it shall be in default without the need for further notice. If the Contractor is in default, we may claim lump-sum compensation for the loss caused by the delay amounting to 1% of the net price per completed calendar week, but not exceeding a total of 5% of the net price of the delayed service. We reserve the right to prove that greater damage has been incurred. The Contractor reserves the right to prove that no damage has been incurred at all or that the damage incurred is significantly less.

(3) The claims to which we are entitled by law remain unaffected by the above provisions.

(4) The Contractor is not entitled to provide partial performance.

5. Delivery, Services and Amendments

The Contractor undertakes to ensure that all deliveries and services are carried out and provided in a professional manner in accordance with the agreed specifications, and that they comply with the current technical standards, the relevant legal provisions, and the regulations and guidelines issued by public authorities, employers' liability insurance associations and professional bodies. The Principal may request amendments to the subject matter of the delivery or service even after the contract has been concluded, provided this is reasonable for the Contractor. In the event of such a contractual amendment, due consideration must be given

to the implications for both Parties, in particular with regard to any additional or reduced costs and the delivery or service dates.

6. Claims for Defects

(1) In accordance with the statutory provisions, the Contractor shall be liable, in particular, for ensuring that its goods or services are of the agreed quality and fulfil the intended purpose of the contract. The limitation period for liability claims arising from defects shall commence upon full delivery of the goods or services or, where acceptance has been agreed, upon such acceptance.

(2) The Contractor must rectify any defects reported within the limitation period without delay. The costs of rectifying the defect or providing a replacement, including all ancillary costs, shall be borne by the Contractor. The Principal is entitled to carry out the work themselves in accordance with the conditions set out in Section 637(2) of the German Civil Code (BGB). Statutory rights to withdraw from the contractual agreement, claim a reduction in price and claim damages remain unaffected.

(3) In the event of poor performance of standard services provided under the contract, which are carried out at regular intervals and are therefore not capable of being made up for, the Principal may apply a proportionate reduction to the prices.

7. Place of Performance

The place of performance for all deliveries and services is the premises of the Principal or the location designated by the Principal.

8. Public Liability, Indemnification

(1) The Contractor undertakes to maintain adequate public liability insurance at its own expense and to provide evidence of this to the Principal upon request. The public liability insurance must provide adequate coverage for the specific contractual relationship.

(2) The Contractor shall fully indemnify the Principal against any loss or damage arising in connection with the service and shall hold the Principal free from all claims by third parties; this applies irrespective of the legal basis on which such losses or claims are asserted, e.g. under warranty, product liability, or infringement of industrial property rights and intellectual property rights. If the Contractor is responsible for a product defect or the breach of statutory/regulatory safety provisions, it shall indemnify the Principal against any third-party claims upon first written request, insofar as the cause lies within its sphere of control and organisation and it is itself liable in its external relations. As part of its indemnification obligation, the Contractor shall reimburse and bear all costs arising from or in connection with any claims by third parties.

9. Force Majeure

(1) “Force majeure” constitutes an event or circumstance that prevents a party from fulfilling one or more contractual obligations under the contract, provided that the party affected by the impediment demonstrates that

a) this impediment is beyond its reasonable control and

b) it could not reasonably have been foreseen at the time the contract was concluded and

c) the effects of the impediment cannot reasonably be avoided or overcome by the parties concerned.

(2) The Contractor must prove the existence of an event of force majeure. The Contractor must notify the Principal of the event without delay. Insofar as the Contractor successfully invokes the event of force majeure, it shall be released from the obligation to fulfil its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract. However, this shall only apply if the Contractor notifies the Principal without delay. If the notification is delayed, the release shall only take effect from that point in time.

10. Termination, Termination for Good Cause

(1) The Principal may terminate the contract for good cause or withdraw from the contract, in particular if the Contractor has filed for insolvency proceedings, or if the Contractor has suspended the provision of services, at least temporarily, or if insolvency proceedings have been opened in respect of the Contractor’s assets or if the opening of such proceedings has been refused due to lack of assets. The Principal’s claims for damages remain unaffected.

(2) In cases of termination for good cause, the services already demonstrably performed by the Contractor in accordance with the contract up to the time of termination shall be remunerated upon presentation of the relevant supporting documents, provided that the services are of use to the Principal. Any payments already made by the Principal shall be set off against the remuneration or, in the event of overpayment, shall be refunded. Any further statutory rights and claims of the Principal, in particular to compensation, remain unaffected.

(3) The Contractor shall be in default without the need for a formal notice should they fail to fulfil their contractual obligations by the agreed deadline.

11. Confidentiality and Retention of Title

(1) The Principal reserves all ownership rights and copyright in any illustrations, plans, drawings, calculations, work instructions, product descriptions and other documents provided by the Principal. Such documents are to be used exclusively for the performance of the contract and must be returned to us upon completion of the contract. The documents must be kept confidential from third parties, even after the contract has ended. The Contractor therefore expressly undertakes to maintain confidentiality towards the Principal with regard to all operational processes, facilities, documents, etc., which become known to the Contractor in the performance of its contractual relationship with the Principal. The Contractor shall impose corresponding confidentiality obligations on its agents and vicarious agents. The confidentiality obligation shall continue to apply after the termination of the contractual relationship and shall

only expire if and to the extent that the knowledge contained in the documents provided has become public knowledge.

The transfer of ownership of the goods to us must take place unconditionally and irrespective of payment of the purchase price. However, if, in individual cases, we accept an offer from the Contractor for the transfer of ownership that is conditional upon payment of the purchase price, the Contractor's retention of title shall lapse at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, we shall remain authorised to resell the goods even prior to payment of the purchase price, subject to the advance assignment of the resulting claim (alternatively, the simple retention of title extended to the resale shall apply). This therefore excludes all other forms of retention of title, in particular extended retention of title, retention of title transferred to third parties and retention of title extended to further processing.

12. Subcontractor

(1) The Contractor is not entitled to have the services it is required to provide carried out by third parties (e.g. subcontractors) without our prior written consent. The Principal is entitled at any time – even after consent has been given – to reject a subcontractor on grounds of good cause. Good cause shall include, in particular, cases where we are aware of the unreliability of a subcontractor.

(2) The Contractor guarantees to the Principal that the vicarious agents it employs are engaged under an employment contract and that all employment relationships have complied and will continue to comply with the relevant legal provisions (in particular the Minimum Wage Act, the Federal Leave Act, the Continued Remuneration Act, the Maternity Protection Act, the Working Hours Act and the Young People's Employment Protection Act). The Contractor undertakes to ensure compliance with all legal provisions by implementing appropriate organisational measures.

(3) Prior to the subcontractor commencing work, the Contractor must provide us with the original of a current certificate of compliance regarding the payment of social security contributions issued by the relevant social security authority. Once the certificate of compliance has expired, the Contractor must provide us with a current, valid certificate without delay and without being requested to do so.

(4) If the Principal receives a fine due to the Contractor, or a subcontractor commissioned by the Contractor, breaching legal obligations in relation to the subcontractors employed by the Contractor, the Contractor shall be obliged to reimburse the Principal for the costs of the proceedings as well as the fine(s) to be paid. Furthermore, the Contractor is obliged to indemnify us against any claims made by authorities, health insurance funds, etc.

(5) The Contractor undertakes to pass on all of the above obligations to its subcontractors.

13. Limitation Period

(1) The mutual claims of the contracting Parties shall be subject to the limitation periods laid down by law, unless otherwise specified below. In the case of defects reported within the limitation period, the period shall end no earlier than six months after the complaint is made. The Contractor waives the defence of late notification of defects (Sections 377, 381(2) of the German Commercial Code (HGB)) in the case of defects other than those that are obvious.

(2) Notwithstanding the statutory provisions, the general limitation period for claims for defects shall be 3 years from the transfer of risk. If the law provides for a longer limitation period, that shall apply. The above limitation period shall also apply accordingly to claims arising from defects of title, without prejudice to the statutory limitation period for third-party claims for restitution; furthermore, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against us – in particular due to the absence of a limitation period.

14. Liability, Withdrawal

(1) The Contractor's liability for damages is unlimited in amount and is otherwise governed by the statutory provisions.

(2) If the Contractor's performance is defective, we are entitled to withdraw from or terminate the contract in accordance with the statutory provisions.

15. Data Protection

(1) The Contractor is entitled to store and process the data received in the course of the business relationship on a server in Europe in accordance with the applicable national and European data protection regulations (GDPR). At the latest upon termination of the business relationship – or, in case of doubt, upon fulfilment of the contractual obligations by the Contractor – all data relating to the Principal stored by the Contractor must be deleted.

(2) We are entitled at any time to request information from the Contractor, free of charge, regarding the data stored about us in accordance with the GDPR.

16. Compliance, Audit

(1) The Contractor undertakes to comply with all applicable legal regulations. The Contractor shall also act in accordance with the principles of sustainability and undertakes to continue improving its processes in this regard.

(2) Upon request, the Contractor shall provide the Principal with all documents and information necessary to demonstrate compliance with the above obligations, including to third parties who request such information from the Principal.

(3) Upon request by third parties, the Principal reserves the right, subject to two weeks' notice, to verify the Contractor's compliance with the contractual relationship. In doing so, the Contractor is obliged to provide the Principal with all documents required for such verification under the contractual relationship.

17. Set-off and Rights of Retention

(1) We are entitled to rights of set-off and retention, as well as the defence of non-performance, to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we still have claims against the Contractor arising from incomplete or defective performance.

(2) The Contractor shall only have a right of set-off or retention in respect of counterclaims that have been finally adjudicated or are undisputed.

18. Jurisdiction, Place of Performance and Validity

(1) The place of performance and the exclusive – including international – place of jurisdiction for all direct and indirect disputes – including proceedings relating to documents, bills of exchange or cheques – in commercial transactions is our registered office, or the court with jurisdiction over our registered office in accordance with Sections 12 and 17 of the German Code of Civil Procedure (ZPO), unless otherwise agreed. However, we are also entitled to bring legal action at the contractor's general place of jurisdiction.

(2) These General Terms and Conditions of Purchase and all legal relationships between us and the Contractor shall be governed by the law of the Federal Republic of Germany, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

Date:

Signature + Company Stamp: