

1. Scope of Application

These General Terms and Conditions of Purchase of Kurt Allert GmbH & Co. KG (hereinafter: "**Allert**") shall apply to all present and future business relations between Allert and its suppliers and service providers who are companies (Section 14 of der German Civil Code, "**BGB**"), legal entities under public law, or special funds under public law (hereinafter: "**Supplier**"). Deviating or supplementary terms and conditions of the Supplier shall only become part of any contract if and insofar as Allert has expressly agreed to their applicability.

2. Offer and Conclusion of Contract

- 2.1 The Supplier has to adhere in its offer exactly to Allert's inquiry and in case of deviations has to point these out explicitly. Offers are binding on the Supplier for at least 3 business days and can be accepted by Allert at any time during this period. For this purpose, business days means days, on which banks in Stuttgart, Germany, are open for outside business.
- 2.2 Allert's orders are freely revocable until receipt of Supplier's order confirmation or - in the absence of order confirmation - until delivery. The Supplier is required to confirm orders from Allert within a period of 5 business days (as defined in section 2.1) by an order confirmation in written form or by delivery. A delayed order confirmation with a deviating delivery date is considered a new offer and requires confirmation by Allert.
- 2.3 Precise compliance with the specifications stated in Allert's order, the applicable standards and laws, and the recognized state of the art are part of the essential contractual obligations of the Supplier. All contractual obligations are to be fulfilled by the Supplier itself. The (complete or partial) performance by subcontractors is only permitted with the prior written consent of Allert.

3. Changes and Additions

- 3.1 Allert may, at any time up to the delivery (in the case of contracts for work and services: up to the acceptance) of the delivery item or service, at its reasonable discretion, require the Supplier to make reasonable changes and additions to the order. The Supplier is obligated to propose to Allert any changes which the Supplier deems necessary and expedient with regard to a successful fulfillment of the contract. After written approval by Allert, the Supplier shall also implement these changes.
- 3.2 Insofar as a change results in an increase or decrease in costs and/or a overrun of an agreed delivery date, the Supplier is obligated to point this out simultaneously with its change proposal or immediately after receipt of the change request from Allert and to submit a corresponding supplementary offer. This requires confirmation by Allert.

4. Prices and Payment

- 4.1 Unless otherwise agreed, the agreed prices are fixed prices CIP agreed place of delivery (Incoterms in the version applicable at the time of conclusion of the contract). All prices are exclusive of value added tax.
- 4.2 Invoices/credit notes must state the date of dispatch, Allert's order number, article numbers and Allert's VAT ID number. Invoices must correspond to the order in the designation and sequence of the delivery items and their prices. Generally, any additional or reduced supplies and services must be listed separately.
- 4.3 Unless otherwise agreed, payments shall be made (i) by the 30th day of the month in which the invoice is received by Allert, less a 3% discount, or, at Allert's option, (ii) net within 90 days after the 30th day of the month in which the invoice is received. The date of Allert's payment instruction is decisive for the timeliness of payment.
- 4.4 Payments do not imply any acceptance of conditions, prices, or characteristics of the delivery item or service.

5. Delivery and Delay

- 5.1 Unless otherwise agreed, shipment shall be made at the Supplier's risk and expense in accordance with CIP (Incoterms as amended at the time of conclusion of the contract). The place of delivery and the place of transfer of risk shall be at the receiving point specified by Allert; if such a receiving point is not specified by Allert, the place of delivery and the place of transfer of risk shall be Allert's plant in Oberndorf am Neckar, Germany. If, by way of exception, the freight costs are to be borne by Allert due to a special agreement, the Supplier shall choose the mode of freight most favorable to Allert.
- 5.2 Unless expressly agreed otherwise, the Supplier is not entitled to partial performance. If nevertheless only a partial performance takes place, Allert is entitled to withdraw from the entire contract if Allert has no interest in the partial performance.
- 5.3 Unless expressly agreed otherwise, delivery and performance times and deadlines stated by Allert are binding. The Supplier shall notify Allert immediately if circumstances become apparent which could lead to the assumption that the delivery or performance will be delayed.
- 5.4 For compliance with the agreed delivery and performance periods and dates, the receipt of the object of performance at the agreed place of delivery is decisive, in the case of deliveries with installation, assembly or other services requiring inspection and approval, their acceptance is decisive.
- 5.5 In the event of a delay in delivery or performance for which the Supplier is responsible, Allert may - in addition to further legal claims - demand a lump-sum compensation for the damage caused by the delay of 1% of the order value for each full week of the delay, up to a maximum of 5% of the order value. Allert reserves the right to assert a demonstrably higher damage caused by delay. The Supplier has the right to prove that Allert has only incurred a lesser damage.
- 5.6 The Supplier is only authorized to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship or on an undisputed or legally established claim. The Supplier may only offset against undisputed or legally established counterclaims.
- 5.7 Allert's order numbers and article numbers must always be stated in full on all delivery bills, dispatch notes, and consignment notes. Furthermore, the Supplier is obligated to issue a supplier's declaration to Allert upon request.
- 5.8 For each individual consignment, the Supplier shall send to Allert a detailed consignment notice, separate from the goods and invoice, at least 3 business days (as defined in section 2.1) prior to the date of dispatch. The date of receipt of the dispatch notice by Allert is decisive. The delivery bill and packing slip must be enclosed with the consignment. In case of shipment by ship, the name of the shipping company and the name of the ship are to be indicated in the shipping documents and invoices. If a product or device is delivered disassembled or in more than one

part, these parts are to be marked and positioned according to this marking in the delivery bill and described.

6. Warranty

- 6.1 The Supplier shall deliver the goods free of defects of material, quality, and title. The general limitation period for claims for defects is 24 months from delivery to the end customer, but no longer than 3 years from delivery to Allert itself. Longer statutory limitation periods remain unaffected.
- 6.2 Allert's obligation to inspect incoming goods is limited to the determination of deviations in the compliance of quantity and identity of the delivery item or service as well as transport and packaging damages. Any discrepancies and damages found in the course of such inspection shall be reported immediately. Allert shall also inspect the delivery items or service items during production in accordance with the conditions of a proper business process and shall notify the Supplier of any defects occurring during this process and any defects discovered later immediately after their discovery.
- 6.3 The Supplier releases Allert from any obligation to inspect and give notice of defects (in particular pursuant to Section 377 of the German Commercial Code (“HGB”) or other applicable regulations) going beyond the above provisions.
- 6.4 If the Supplier has its registered office in Germany, any defects shall in any case be notified in time if Allert notifies them within 5 business days (as defined in section 2.1) after receipt of the goods or, if such defect becomes apparent later, within 5 business days after its discovery. If the Supplier has its registered office outside Germany, any defects shall in any case be notified in time if Allert notifies them within 4 weeks after discovery or anticipated discovery.
- 6.5 In the event of defects, the Supplier shall provide supplementary performance by remedying the defect or delivering a defect-free item at Allert's option. If the type of supplementary performance chosen by Allert is impossible, the Supplier shall be entitled to supplementary performance in another manner, insofar as this is reasonably acceptable for Allert. If the supplementary performance is altogether impossible, if the Supplier refuses the supplementary performance, if no supplementary performance is attempted despite the setting of a reasonable deadline, or if the supplementary performance has failed, Allert shall be entitled to withdraw from the contract at any time within the limitation period according to section 6.1 without prejudice to its other rights. The deadline pursuant to Section 49 Art. 2 CISG (if applicable) shall not end before the expiry of the limitation period stipulated in Clause 6.1.
- 6.6 The Supplier shall be obligated to cover its liability risk by insurance and to provide Allert with evidence of such coverage upon request.

7. Provision of Materials

- 7.1 Materials, tools, etc. provided by Allert remain the property of Allert and are to be stored, designated, and managed separately by the Supplier free of charge. The materials, tools, etc. may only be used to fulfill Allert's orders. The Supplier bears the risk in case of loss or deterioration of the provided materials.
- 7.2 Processing or transformation of the provided materials shall be done for Allert. The parties agree that Allert becomes (co-)owner of the new or transformed item. The Supplier shall store the new item with the diligence of a prudent businessman free of charge for Allert.

8. Documents of Allert and the Supplier, Secrecy

- 8.1 Allert reserves all property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions, and other documents. Such documents are to be used exclusively for the contractual performance and are to be returned to Allert after completion of the contract.
- 8.2 All documents received from Allert shall be kept secret from third parties, even after termination of the contract. In particular, the Supplier may not make technical documentation (e.g. drawings, plans, calculations, calculations, etc.), other product descriptions, or documents provided to him - also in electronic form - accessible to third parties without the express consent of Allert and may not disclose their contents or use or reproduce them himself or through third parties for purposes other than the processing and execution of orders from Allert. The non-disclosure obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.
- 8.3 The Supplier may refer to business relations with Allert only after obtaining prior written consent (for example in its advertisements).
- 8.4 Drawings and all documents required by Allert for the use, processing, installation, operation, maintenance, inspection, or repair of the delivery item shall be made available by the Supplier free of charge in due time and unrequested, as well as the required declarations of conformity and manufacturer's declarations.
- 8.5 Factory standards and guidelines of Allert shall be requested by the Supplier, if they have not already been provided.

9. Documentation

9.1 Any documentation agreed upon or required for the proper use of the delivery item or service must be provided in file form, quoting Allert's order and/or purchase order number, no later than upon delivery. Files up to 12 MB can be sent as Email, larger files are to be sent on CD-ROM. The documentation must be provided in German and, if applicable, in the national language required for the specific order. The documentation must contain, among other things, as applicable:

- a) Operating instructions according to EC Machinery Directive 2006/42/EC (as amended from time to time) including repair manual(s) in file format: .pdf, .doc (no scan);
- b) Lubrication and maintenance schedules in file format: .pdf, .doc (no scan);
- c) Schematics (hydraulic/pneumatic) in file format: .pdf and MI (ME10), .dxf
- d) Drawings (including manufacturing drawings) and parts lists, which allows clear identification of individual parts.
- e) Marking of spare and wear parts; indication of the manufacturer and complete type designation or with clear order designation, file format for drawings: .pdf and MI (ME10), .dxf; or in case of three-dimensional representation STEP, SAT; file format for parts lists: .xls or .doc
- f) Circuit, assembly and terminal diagrams according to VDE in file format: E-Plan or .pdf; including parts lists with indication of the manufacturer and complete type designation for all items in file format: .xls or .doc
- g) for pressure equipment, documentation in accordance with the Pressure Equipment Directive 2014/68/EU (as amended)
- h) Spare parts quotation (for mechanical and electrical).

10. Tests

- 10.1 If tests are planned for the delivery item, Allert and the Supplier shall each bear the own material and personnel testing costs incurred by them. The Supplier shall give Allert binding notice of the readiness for testing at least 10 business days (as defined in section 2.1) in advance and agree on a test date with Allert. If the delivery item is not presented at this date, Allert's personnel testing costs shall be borne by the Supplier.
- 10.2 Any required material certificates of primary materials shall be prepared at the Supplier's expense and sent to Allert together with the delivery items at the latest.
- 10.3 If defects are discovered during the incoming inspections carried out by Allert, which lead to the fact that the delivered goods must be corrected by the Supplier, the Supplier shall bear the costs

for quality assurance measures to be carried out again by Allert (renewed incoming inspection, etc.) in the amount of a lump sum of 500,- EUR per notice of defect. Further claims of Allert are not affected by this regulation. The Supplier reserves the right to prove a lower damage, Allert reserves the right to prove a higher damage.

11. Reservation of Proprietary Rights

Unless the parties agree otherwise in writing, all forms of extended or prolonged retention of title are excluded, so that any retention of title validly declared by the Supplier is only valid until payment of the goods delivered to Allert and only for these goods.

12. Choice of Law and Place of Jurisdiction

12.1 Applicable law is the law of the Federal Republic of Germany with the exception of the provisions of international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

12.2 Oberndorf am Neckar, Germany is agreed as the place of jurisdiction.

Allert shall instead also be entitled to assert its claims at the general place of jurisdiction of the Supplier.

In addition, Allert shall also be entitled to have all disputes arising from the business relationship with the Supplier finally settled by one or more arbitrators appointed in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. In this case, the seat of the arbitration shall be Stuttgart, Germany. The language of the arbitration shall be English. At the Supplier's request, the Purchaser shall be obliged to exercise this option with respect to a specific dispute within a period of one week from receipt of the request by declaration to the Supplier if the Supplier wishes to initiate legal action against Allert.