

## General Terms and Conditions for Purchase of Goods of Robos GmbH

### § 1 Scope of application, form

- (1) These General Terms and Conditions for Purchase of Goods (in the following "GTCPG") are valid for all business relations with our business partners and suppliers (in the following "supplier"). The GTCPG are solely valid if the supplier is an entrepreneur (§ 14 of German Civil Rights), a corporate body under public law or a special fund under public law.
- (2) The GTCPG especially apply to contracts about the disposition and/or delivery of movable goods (in the following "goods") irrespective of whether the supplier manufactures the goods himself or buys them from subcontractors (§§ 433, 650 of German Civil Rights).
- (3) Our GTCPG apply exclusively. Deviating, contrary or supplementary General Terms and Conditions of the supplier become a part of the contract only and insofar as we have explicitly confirmed their application in writing. This consent requirement applies at all times, for example even when we accept supplier's deliveries without reservation being aware of the General Terms and Conditions of the supplier.
- (4) In an individual case any individual agreements concluded with the supplier (including subsidiary agreements, supplementary agreements and changes) prevail these GTCPG. This also includes for example a quality assurance agreement concluded with the supplier. For the content of these agreements, reserving the contradictory proof, a written contract or our written consent is decisive. The written form is also reserved via email or telefax. Our silence about offers, requests or other explanations of our supplier only applies as a consent if this was explicitly agreed upon in written form.
- (5) Legally relevant explanations and requests by the supplier regarding the contract (e.g. deadlines, reminders, revocation) must be made in writing, this means in written or text form (e.g. via letter, email, telefax). Statutory form provisions and further proofs, especially when doubting the legitimation of the declaring party, remain unaffected.
- (6) References to the validity of statutory provisions have only an explanatory meaning. Hence even without those type of clarification the statutory provisions apply as long as they are not amended directly or excluded explicitly in this GTCPG.

### § 2 Offers by a supplier and our orders

- (1) Offers and cost estimates by supplier must be made binding and free of charge unless something different was agreed upon in written form.
- (2) The supplier shall confirm our order in written form within the period of 2 business days or to fulfill it especially by sending the goods (acceptance) without reservation. A delayed acceptance equals to a new offer and requires our acceptance.
- (3) We are entitled to change the time and place of delivery as well as the type of packaging at any time by a written notice at least 5 calendar days prior to the agreed delivery date. The same applies for the changes in product specifications insofar as they can be implemented within the frame of usual production process without considerable additional effort, where in these cases the notification time in accordance with the previous sentence is at least 12 weeks. We will reimburse the supplier with proven and reasonable additional costs incurring due to the change. If those changes result in delivery delays which cannot be avoided with reasonable efforts within supplier's regular course of production and business, the original agreed delivery date will be postponed accordingly. The supplier will tell us, with a careful assessment, the expected additional costs or delivery delays timely before the delivery date, however at least within 3 working days after the receipt of our notice in written form in accordance with sentence 1.

### § 3 Delivery time and delivery delay

- (1) The delivery time noted by us in the order is binding. When the delivery time is not noted and not agreed upon otherwise, it shall be 10 business days starting with the conclusion of a contract. The supplier is obliged to inform us in a written form if he might be unable to comply with the delivery time for whatever reasons.
- (2) If the supplier does not fulfil his commitments or not within the agreed delivery time, or is he in default, then our rights – especially the right to withdrawal and compensation – shall be determined in accordance with statutory provisions. The regulations in para. 3 remain unaffected.
- (3) If the supplier is in default, along with further statutory claims we are entitled to demand a reimbursement of liquidated damages caused by delay in the amount of 1% of the net price per complete calendar week up to an overall value of 5% of the net price of delayed goods. We reserve the right to prove that higher damage has occurred. The supplier reserves the right to prove that no or significantly less damage has occurred.

### § 4 Performance, delivery, risk transfer, default in acceptance

- (1) The supplier is not entitled to let a third party render the performance owed by him (e.g. subcontractor) without our written consent. The supplier bears the procurement risk for his performances unless agreed upon differently in an individual case (e.g. the restriction of stock).
- (2) The delivery within Germany is free of charge to the place stated in the order. If the destination is not stated and not agreed upon differently, the delivery place is our registered office in Kornwestheim. The respective destination is also place of fulfillment for the delivery and supplementary performance (delivery obligation).
- (3) To the delivery must be enclosed a delivery note with date (of issue and of shipping), the contents of the delivery (item number and amount) as well as our order identification (date and number). In case of direct delivery to our customer (drop-shipping) our delivery note, which we provide to the supplier, must be enclosed. If the delivery note is missing or the delivery note by supplier is incomplete, then we are not liable for the resulting delays of processing and payment. Separately to the delivery note a corresponding shipping note with same contents must be sent to us.
- (4) The risk of accidental deterioration and accidental damage transfers to us upon delivery at the place of fulfillment. As far as an acceptance has been agreed upon, then it is essential for the risk transfer. In other respects the statutory provisions of law of contract for work and labor also apply for the acceptance. It equals to delivery or acceptance when we are in the default of acceptance.
- (5) Statutory provisions apply to the occurrence of our default of acceptance. The supplier must offer us his performance explicitly even if for an act or cooperation by us

(e.g. provision of material) a certain or determinable calendar time is agreed upon. If we are in default of acceptance, the supplier is entitled to demand the reimbursement of the additional expenses in accordance with statutory provisions (§ 304 of German Civil Rights). If the contract concerns non-fungible goods that will be manufactured by the supplier (one-off production), the supplier shall be entitled to further rights only if we have bound ourselves to a cooperation and are responsible for the failure to cooperate.

### § 5 Prices and terms of payment

- (1) The price noted in the order is binding. All prices are including statutory sales tax unless it is noted separately.
- (2) Insofar not agreed upon differently in an individual case, the price includes all performances and co-performances as well as all incidental costs (e.g. appropriate packaging, transportation costs including possible transport- and liability insurance).
- (3) The price agreed upon is due within 30 calendar days starting with complete delivery and performance (including a possibly agreed upon acceptance) as well as receipt of a proper invoice unless agreed otherwise. When we make a payment within 14 calendar days, the supplier shall grant us a discount of 3% on the net invoice value. In case of bank transfer the payment is made on time, when our bank receives our transfer order before the payment date; we are not liable for the delays caused by the banks involved in the payment procedure.
- (4) In all order confirmations, delivery documents, and invoices our order number, the item number, delivery amount, and delivery address shall be noted. Shall one or more of these details be missing and thus the processing by us be delayed within the frame of our usual business course, the payment dates indicated in para. 3 will be postponed by the period of delay.
- (5) We do not owe interests on maturity. For the default in payment the statutory provisions shall apply.
- (6) We are entitled to the rights of offsetting and retention as well as to the plea of non-performed agreement to the statutory extent. We are especially entitled to retain due payments as long as we have claims towards supplier arising from incomplete or defective services.
- (7) The supplier is only entitled to the right of offsetting and detention because of undisputed or legally effective counterclaims.

### § 6 Manufacturing equipment

- (1) We reserve the ownership and/or all usage rights and protective rights for all manufacturing equipment like drawings, illustrations, representations, calculations, execution instructions, product descriptions and other documents as well as tools, templates, samples, models, company standards, software, substances and materials (e.g. software, finished or semi-finished products) and further items which we provide to the supplier for the production of the goods or give to him for any other reasons.
- (2) We acquire the ownership and all usage- and exploitation rights on the resulting commercial or other rights on the manufacturing equipment produced by the supplier and paid by us at the moment of production as far as it can be owned. The manufacturing equipment shall be marked as our property. We give this manufacturing equipment to the supplier on loan for the manufacturing of the ordered goods.
- (3) The supplier is obliged to use the manufacturing equipment solely for the production of goods ordered by us or in accordance with our other specifications. Without our explicit consent the supplier may not make the manufacturing equipment available for third parties, to use it himself or by third parties, allow to use or copy, replicate or reproduce it in any way.
- (4) The processing or remodeling of the goods in accordance with para. 1 by the supplier is only allowed with our written consent and in accordance with our specifications. The processing and remodeling will take place for us. If those goods will be processed together with other items which do not belong to us, we acquire the co-ownership on the new item in proportion of the value of our items to other processed items at the time of processing.
- (5) The supplier is obliged to handle the manufacturing equipment with care and to store appropriately and only to dispose them with our written consent, even if deliveries to us with this manufacturing equipment did not take place over a longer period of time. He must insure the manufacturing equipment at its value when new at his own expenses against fire- and water damage and theft. He already now assigns all claims for compensations from this insurance to us. We hereby accept this assignment.
- (6) The supplier is obliged in consultation with us to perform possibly required maintenance and service on the manufacturing equipment on time. The supplier must inform us immediately about occurring damages on the manufacturing equipment.
- (7) Upon our demand the supplier is obliged to issue the items to us in proper condition if they are no longer required by him for the fulfilment of contracts concluded with us. The supplier is not entitled to the right of retention of the manufacturing equipment.

### § 7 Reservation of title

- (1) A processing, mixing or combination (further processing) of provided items by a supplier is performed for us. The same applies to the processing of delivered goods by us, so that we are considered a manufacturer and acquire the rights on product in accordance with statutory provisions at the latest with the processing.
- (2) The transfer of title to goods to us must be unconditional and regardless of price payment. If in an individual case we accept supplier's offer to the transfer of title limited by a price payment, the supplier's title retention expires at the latest with the price payment for the delivered goods. In the regular course of business we remain entitled to resale the goods prior to price payment under advance assignment of the claim resulting therefrom (alternative application of the simple and of the extended reservation of title to resale). In any case, all other forms of reservation of title are excluded, especially the extended, the forwarded and the extended reservation of title to processing.

### § 8 Defective delivery

- (1) For our rights in case of quality- and title defects (including false and short delivery as well as improper assembly, deficient assembly- and operation instruction or manual)

and for other breaches of duty by the supplier the statutory provisions apply unless not defined otherwise in the following.

- (2) In accordance with statutory provisions the supplier is especially liable for the agreed quality of goods at the moment of risk transfer to us. In any case, those product descriptions and samples apply as the agreement about the quality of goods, which – especially by naming or referring to in our order – are a subject of the respective contract or were included in the contract in the same manner as these GTCPG. It is immaterial if the product description originates from us, supplier or manufacturer. The proper marking of the products in accordance with our specifications is also the part of agreed quality.
- (3) By way of derogation from § 442 para. 1 p. 2 of German Civil Rights we are also entitled to claims for defects without restrictions when the defect remains unknown when the contract is concluded due to gross negligence.
- (4) For the commercial obligation to examine and notify the statutory provisions (§§ 377, 381 of German Commercial Code) apply with following conditions:
  - (a) Our examination obligation is restricted to defects, which become visible during external examination at the moment of incoming goods inspection, including the delivery documents (e.g. transportation damages, false and short delivery) or are apparent during the quality controlling in random sampling. If an acceptance has been agreed upon, there is no examination obligation. Moreover, it is also important to what extent an examination considering the circumstances of an individual case are feasible in the proper course of business. The obligation to notify for the defects discovered later remains unaffected.
  - (b) Regardless our examination obligation our complaint (notification of defects) is immediate and timely in any case, when it is sent within 5 business days starting with detection or with delivery in case of obvious defects.
- (5) The supplementary performance also includes the uninstallation and the reinstallation of defective goods if the goods were built in or attached to other items in accordance with the intended use; our statutory right to replacement of the respective expenses remains unaffected. The supplier bears the expenses required for the examination and supplementary performance even if it becomes apparent that there was in fact no defect. Our liability for compensations remains unaffected in case of unjustified request for the elimination of defects; we are only liable insofar as we recognized or gross negligently not recognized that there was no defect.
- (6) Without prejudice of our legal rights and provisions in para. 5 it is valid: If the supplier does not fulfil his obligation to supplementary performance – in accordance with our choice by the elimination of the defect (rectification) or by the delivery of a defect-free item (replacement) – within a reasonable time limit set by us, then we ourselves can eliminate the defect and demand the reimbursement of the necessary expenses or a respective advance payment. If the supplementary performance by the supplier has failed or is unacceptable for us (e.g. due to special urgency, risk of operational safety or imminent occurrence of disproportionate damage), then the time limit is not required; we will inform the supplier immediately about these circumstances, if possible in advance.
- (7) Moreover, in case of defects of quality or title we are entitled to the reduction of purchasing price or to withdrawal from the contract in accordance with legal provisions. Further, we are entitled to claims for reimbursement of damages and expenses in accordance with statutory provisions.
- (8) In the case of defective delivery we can – along with further statutory claims – claim for liquidated damages of our complaint processing of 150€ for each complaint. We reserve the right to prove that higher damage has occurred. The supplier reserves the right to prove that no or only significantly less damage has occurred.

#### § 9 Supplier recourse

- (1) We are entitled without limitation to our statutorily determined recourse rights within a supplier chain (supplier recourse in accordance with §§ 445a, 445b, 478 of German Civil Rights) in addition to warranty claims. We are especially entitled to the right to demand from the supplier the exact type of supplementary performance (rectification or replacement) which we owe our customer in the individual case. This does not limit our statutory right to choose (§ 439 para. 1 of German Civil Rights).
- (2) Prior to accepting or fulfilling a claim for defect asserted by our customer (including the reimbursement of expenses in accordance with §§ 445a para. 1, 439 para. 2 and 3 of German Civil Rights) we will inform our supplier and, giving brief presentation of facts, request a written statement. If the substantial statement does not take place within reasonable time limit and no amicable solution is brought about, the effectively granted claim for defect by us is regarded as owed to our customer. It shall be incumbent upon supplier to provide the counter evidence.
- (3) Our claims from supplier recourse also apply even if the defective goods have been processed by us or other entrepreneur e.g. by application to another product.

#### § 10 Producer liability

- (1) If the supplier is responsible for a product defect, he shall be obliged to indemnify us from the claims of third-parties as far as the reason lies within his range of control and organization and he is liable vis-à-vis third-parties.
- (2) Within the scope of his indemnification obligation the supplier shall reimburse expenses in accordance with §§ 683, 670 of German Civil Rights, which result from or incur in connection with the claims of a third party including recall actions executed by us. We will inform the supplier about the content and scope of the recall actions – as far as it is possible and feasible – and give him an opportunity to comment. Further statutory claims remain unaffected.
- (3) The supplier has to conclude and to maintain a product liability insurance with a flat-rate coverage amount of minimum 5 million EUR per personal injury/material damage.

#### § 11 Property rights

- (1) The supplier warrants according to para. 2 that the products delivered by him do not infringe any property rights of third parties in the countries of European Union or other countries, in which he manufactures or lets manufacture the products.
- (2) The supplier is obliged to indemnify us from all claims against us asserted by a third party based on the infringement of commercial property rights mentioned in para. 1 and to reimburse us all necessary expenses associated with this claim. This shall not

apply insofar as the supplier proves that he is neither liable for the infringement of property rights nor should have known about it when applying the commercial diligence at the time of delivery.

- (3) Our further statutory claims based on defects of title of the goods delivered to us remain unaffected.

#### § 12 Statute of limitation

- (1) The reciprocal claims of the contractual parties become statute-barred in accordance with statutory regulations unless agreed otherwise in the following.
- (2) Deviating from § 438 para. 1 number 3 of German Civil Rights the general limitation period for claims for defects is three years from the moment of risk transfer. As far as an acceptance is agreed upon, the limitation begins with the acceptance. The limitation period of three years applies accordingly for claims for defects in title, whereas the statutory limitation period for material claims for surrender by third parties (§ 438 para. 1 number 1 of German Civil Rights) remains unaffected; the claims for defects in title by third parties do not become statute-barred at all as long as the third party can claim the right against us, especially in the absence of limitation.
- (3) The statutes of limitation of the purchase right including the abovementioned extension apply – in the legal scale – for all contractual claims for defects. Insofar as we are entitled to the non-contractual claims for defects due to a defect, the regular statutory limitation period shall apply (§§ 195, 199 of German Civil Rights) if the application of the statutory limitations of purchasing rights leads to a longer limitation period in an individual case.

#### § 13 Confidentiality

- (1) The supplier is obliged to keep confidential the conditions of the order as well as all information and documentation provided to him for this purpose (excluding information accessible publicly) for a period of three years after the conclusion of a contract and to use them only for the execution of the order. He shall return them to us after the completion of requests or processing of the orders upon request immediately.
- (2) Without our prior written permission the supplier may not refer to our business relationship in advertising materials, brochures etc. and may not exhibit the delivery items manufactured for us.
- (3) The supplier will oblige his subcontractors in accordance with this para. 13.

#### § 14 Final regulations

- (1) These GTCPG and the contractual relation between us and the supplier is solely subject to the law of the Federal Republic of Germany excluding the unified international law, especially the UN purchasing law.
- (2) If the supplier is a merchant in terms of Commercial Code, a legal entity under public law or a special fund under public law, for all disputes resulting from contractual relation is the exclusive – also the international – place of jurisdiction our place of business in Kornwestheim. The same applies if the supplier is an entrepreneur in terms of § 14 of German Civil Code. In all cases we are also entitled to bring an action in the place of performance of the delivery obligation in accordance with these GTCPG or with primary individual agreement, or in the general place of jurisdiction of the customer. Primary statutory provisions, especially regarding the exclusive jurisdiction, remain unaffected.
- (3) If any individual regulations of these GTCPG are or become invalid, it does not affect the validity of the other regulations.

As of: 18. August 2021