

Conditions of Purchase

1. Validity of the Deutronic Conditions of Purchase

- 1.1. These conditions are valid for all contracts that Deutronic (hereinafter referred to as "DC") concludes as purchaser or customer at all locations, unless expressly agreed otherwise in written form. Terms and Conditions of the seller, supplier or service provider (hereinafter referred to as „supplier“) shall not become part of the contract, even if DC has not expressly contradicted them. Our Terms and Conditions of Purchase shall also be exclusively valid if we refer to a supplier note in a correspondence which includes the General Terms and Conditions of the supplier or if we, in knowledge of the supplier's General Terms and Conditions, assume the delivery of the supplier without reservation. Deviating Conditions of the supplier are hereby expressly contradicted. This contradiction also applies to the declared priority of the supplier's Terms and Conditions.
- 1.2. The DC Terms and Conditions of Purchase are also valid for all future businesses with the supplier.
- 1.3. Rights, to which DC is entitled in accordance with the statutory provisions, beyond the DC Purchasing Conditions shall remain unaffected by this.

2. Requests, Offers and Conclusion of Contracts

- 2.1. Offers inclusive all visits, planning and other preliminary services that the supplier provides in connection with the tender of offers, are free of charge for DC and do not form an obligation for DC.
- 2.2. Any silence by DC with regard to proposals, claims or proofs of the supplier shall in no case be considered as consent, unless it has been agreed in writing.
- 2.3. Documents, files or patterns that portray the knowhow of DC ("Know-how Carrier") and that were transferred to the supplier upon request, remain the property of DC and may not be used for purposes outside of the offer processing or, if applicable, the subsequent order execution. DC reserves all copyright claims to it. If a contract is concluded, all Know-how Carriers have to be returned immediately and unsolicited. Digital/digitalized information and information from data carriers have to be destroyed permanently which must be proven upon request.
- 2.4. The supplier is required to inform DC immediately about apparent errors, writing and calculation errors in the data, documents and plans provided to DC so that we can correct or renew our order. This is also valid for missing data, documents or plans.
- 2.5. Only orders by DC in written form are legally binding. In the case of informal business transactions, the order by DC is the commercial confirmation document.

3. Scope and Content of the Obligation to Perform

- 3.1. The scope of the obligation to perform results from the offer and the specifications and the performance specifications attached to the request by DC, unless not otherwise regulated in the order. If DC refers to the supplier's component numbers in the order, the specifications included in the offers and brochures shall apply. If the supplier wants to make an offer that deviates from our inquiry, the supplier needs to inform DC in detail of the deviations in written form. DC declares that optimizations suggestions in terms of technique and price are expressly welcome.
- 3.2. The supplier guarantees and assures that all services comply with the following regulations:
 - REACH regulations (EG) 1907/2006 in accordance with the current valid status in each case
 - ROHS regulations 2011/65/EU in accordance with the current valid status in each case

If a deviation from these regulations is necessary in individual cases, the supplier must obtain the written consent of DC.

- 3.3. Unless expressly stated otherwise in the order, the goods must comply with the conditions of origin of the relevant preferential agreements of the EU. The suppliers needs to inform DC unsolicited in written form in the supplier's business documents (at least in the supplier's offers, order confirmations and invoices), if the goods:
- are listed in the export list (Annex „AL“ of the Foreign Trade Ordinance) and/or
 - are listed in Annex I of the regulation (EU) No. 428/2009 (Dual-Use regulation) and/or
 - are listed in Annex IV of the Dual-Use regulation.
- 3.4. The supplier undertakes to comply with all applicable legal regulations on conflict raw materials as defined by Regulation (EU) 2017/821 and Commission Regulation (EU) 2019/429 of 11 January 2019 as well as the relevant regulations and interpretation principles of the US Securities and Exchange Commission (SEC). If a product contains one or more of the conflict raw materials, the supplier undertakes, upon request, to provide transparent evidence of the respective supply chain up to the smelter without any gaps.
- 3.5. The supplier must provide all technical documentations, especially operating and maintenance instruction, training materials, drawings, technical data sheets, product safety documents, factory test certificates, conformity certificates and all other necessary or customary documentation, as well as in the case of software source and object codes in the desired languages at the agreed time, at the latest upon delivery of the goods or services.
- 3.6. Unless not agreed otherwise, the documentation for the delivery of complete and incomplete machines and machine parts also includes the following documents:
- When delivering complete machines within the meaning of the European Machinery Directive 2006/42/EC: Operating instructions, declaration of conformity as well as risk analysis according to EN ISO 12100.
 - When delivering incomplete machines or machine parts within the meaning of the European Machinery Directive 2006/42/EC: Assembly instruction, installation instruction, operation instruction as well as risk analysis according to EN ISO 12100.

All documentation must be carried out in accordance with the requirements of the European Machinery Directive 2006/42/EC and EN ISO 12100.

4. Change of Services

- 4.1. If the supplier uses tools, primary tools or manufacturing methods not approved by DC, the supplier has to obtain the approval by DC.
- 4.2. Should it become apparent during the execution of the contract that deviations from the originally agreed specification are necessary or expedient, the supplier shall notify DC immediately thereof. DC will then announce whether it wishes to accept the suggested changes or not. The supplier waits for the decision of DC if there is no immediate threat of major damage.

5. Delivery Dates and Delay

- 5.1. The delivery date indicated in the order is binding. Deadlines start from the date of order. On the delivery date or within the delivery period, the delivery must have been received at the agreed place of receipt.
- 5.2. If delays are to be expected, the supplier shall immediately notify DC in written form, stating the reasons and the expected duration of the delay. DC's claims arising from the delivery delay remain unaffected.
- 5.3. If the supplier culpably exceeds the agreed delivery date or the agreed delivery period or the agreed date for the readiness for the acceptance of the plant, the supplier shall be obliged to pay DC a contractual penalty amounting to 1.0% of the agreed net total contract value for each commenced week of excess, but not more than a total of 10% of the net total contract value. The contractual penalty can be claimed up to the final payment. The assertion of further damages is expressly not excluded.

6. Prices and Payment

- 6.1 The price stated in the order is binding. Due to the lack of deviating, written agreements, a fixed price is also valid for successive supply contracts and contracts of employment and work. This fixed price includes all necessary expenditures for the service provision. Possible price differences have to be communicated to DC in written form within 48 hours. Later complaints cannot be considered.
- 6.2 Due to the lack of deviating, written agreements, the price includes the delivery free to the named shipping address inclusive packaging, customs, insurance, freight and unloading. The return of the packaging requires a special agreement.
- 6.3 In the event of defective delivery or service, DC shall be entitled to withhold payment until proper fulfilment without loss of discounts or similar payment benefits.

7. Guarantee and Warranty

- 7.1 The warranty for the product manufactured or the service provided by the supplier shall end after 36 months after delivery, unless not agreed otherwise. Extended statutory limitation periods shall remain unaffected as well as other statutory regulations on suspension and the restart of deadlines. The limitation period for mended or repaired parts of the delivery shall begin anew at the point in time at which the supplier has completely fulfilled DC's claims for supplementary performance.
- 7.2 The supplier shall inform DC within two working days after the criticised goods have been returned to the supplier which remedial measures have been induced immediately.
- 7.3 If the supplier culpably fails to fulfil his obligation to supplementary performance within a reasonable period set by DC, the subsequent performance was unjustly refused by the supplier, failed or unreasonable for DC. In this case, DC may take necessary measures itself or have them taken by third parties at the expense and risk of the supplier.
- 7.4 DC reserves the right to return any product that deviates from DC's specifications to the supplier for credit, refund or replacement at the supplier's expense.

8. Confidentiality

- 8.1 The supplier undertakes to keep all information obtained from the cooperation with DC confidential, unless it is generally known, lawfully acquired from third parties or independently developed by third parties and exclusively used for the purposes of this contract. The confidential information includes especially technical data, purchase quantities, prices as well as information about the products and product development, about current and future research and development projects, customer data as well as all company data of DC.
- 8.2 The obligation to maintain confidentiality shall also apply after completion of a contract; it shall expire if and to the extent that the knowledge obtained has become generally known. The supplier will not use the proprietary information to gain a competitive commercial advantage over DC or to circumvent obligations under a contract entered into with DC.
- 8.3 The supplier is furthermore obligated to keep all obtained figures, drawings, calculations and other data and documents confidential and only disclose it to third parties with the explicit consent of DC, unless that the included information is not generally known.
- 8.4 The supplier will forward the mentioned confidentiality obligations also to his personnel and subcontractors.

9 Protection Rights

- 9.1 The supplier grants DC the spatially, temporally and objectively unlimited right to use the deliveries and services, to integrate them into other products and to distribute them worldwide. In particular, we have the right to use, continue, modify and publish the supplier's deliveries and services without the supplier's cooperation and to transfer these rights entirely and individually to a third party. This is also valid for the time after the completion of the contract between Deutronic and the supplier.
- 9.2 If, in connection with the order, improvements are made to documents or know-how supplied by us, we shall be entitled to a free, non-exclusive right of use for commercial use.
- 9.3 The supplier shall be liable for ensuring that the right of third parties, in particular patents, utility models, competitions rights and copyrights and trademark rights or other commercial protection rights shall not be infringed by the delivery or use of the delivered item or the owed work or its distribution or resale.

10 Quality Assurance

- 10.1 The supplier undertakes to maintain a state-of-the-art quality assurance system and to prove this at all times. The supplier undertakes, as an own contractual obligation, to carry out the necessary intermediate and final inspections during the production and subject the material and parts, provided to the supplier for manufacturing, to an effective incoming goods inspection. The results of the incoming goods control shall be permanently and unchangeably documented and, upon request, provided to DC in an unaltered and unlimited manner, insofar as these are materials or parts that are required for the production of the goods or services ordered by DC.
- 10.2 The supplier is obligated to carry out the necessary inspections, tests and measurements according to the norms and standards that are valid for the ordered goods. Additional inspections can be agreed with the order.
- 10.3 The quality examinations are carried out and recorded by the supplier according to the agreed quality examination plans and on the basis of the technical delivery terms and the order text. DC is entitled to view the examination documents upon request.
- 10.4 All contractually owed quality documents have to be transferred electronically by the supplier at the agreed time and in the agreed form to the address given in the order.
- 10.5 DC or third parties appointed by DC may at any time carry out inspection and control visits at the supplier's premises or manufacturers appointed by the supplier to monitor the order status and the quality level. Measuring instruments and inspection tools must be made available free of charge during these visits. The unrestricted access to the respective production areas must be granted.

11 Final clause

- 11.1 The supplier is obligated, in the conduct of its business, to comply with all applicable laws of its country, but also including the Foreign Corrupt Practices Act ("FCPA"), the Bribery Act 2010 (the Anti-Corruption Law of the United Kingdom), the Criminal Code of the Federal Republic of Germany and other anti-corruption laws applicable to it, as well as all applicable laws relating to data protection, environmental protection, working conditions and minimum wages.
- 11.2 If single clauses of these Terms and Conditions of Purchase shall become lawfully ineffective, the effectiveness of the other regulations shall remain unaffected. The ineffective clause shall be replaced by an effective clause, which comes as close as possible to the meaning and purpose of the clause which has ceased to apply.
- 11.3 Place of jurisdiction is Landshut an der Isar, place of performance for deliveries and services is the delivery address of the respective DC location from which the order was placed. DC reserves the right to take legal action at any other permissible place of jurisdiction.
- 11.4 The original text of these Terms and Conditions of Purchase is created in German. If there are deviations between the German and English Version, the German version is the only legal version.

General Terms and Conditions of Purchase

Valid from the 8th of August 2019