

STANDARD TERMS AND CONDITIONS OF PURCHASE

of PS Automation GmbH
Philipp-Krämer-Ring 13, D-67098 Bad Dürkheim

§1

General - Scope of Validity

- (1) Our Terms and Conditions of Purchase apply exclusively. We do not recognise any deviating, conflicting or supplementary terms and conditions of the Supplier, unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
- (2) All agreements between us and the Supplier for the purpose of executing this contract must be added to this contract in writing.
- (3) Our Terms and Conditions of Purchase shall only apply to traders according to Sec. 14 BGB (*German Civil Code*), legal entities under public law or special funds under public law.
- (4) Our Terms and Conditions of Purchase are also valid for all future business with the Supplier.

§ 2

Offer - Offer Documentation

- (1) The Supplier is obliged to accept our orders within a period of 2 weeks. Delayed acceptance shall be deemed a new offer and requires acceptance by us.
- (2) We reserve the property rights and copyrights to all illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written permission. They shall be used exclusively for the production based on our order. They must be kept secret from third parties; in this respect the provisions in § 14 apply in addition.

§ 3

Prices and Payment Conditions

- (1) The price stated in the order is binding. Unless otherwise agreed in writing, the price shall include delivery "free domicile" to the place specified in the order (without further specification to our registered office in Bad Dürkheim) (obligation to deliver) including packaging and any transport and liability insurance. The return of packaging material is governed under § 6 para. 3.
- (2) Value-added tax (VAT) is not included in the price stated by the Supplier. The statutory value-added tax applicable must be indicated.
- (3) We can only process invoices if they contain the complete order and identification numbers as specified in our order. The Supplier is responsible for all consequences arising due to non-compliance with this obligation, unless he is able to prove that he is not responsible for these consequences.
- (4) Invoices which do not comply with the agreed requirements, in particular when the order numbers are missing, will be rejected by us immediately. In this case, the cash discount and payment period pursuant to para. (5) shall not commence before receipt of the amended invoice.
- (5) In the absence of a written agreement to the contrary, we shall pay the purchase price within 14 days, calculated from delivery date and receipt of invoice with 3% discount on the net price or within 60 days of receipt of the invoice.
- (6) We shall be entitled to rights of offsetting and retention as well as the defense of non-performance of the contract to the extent permitted by law.
- (7) We do not owe any interest as of the due date of the respective claims (Sec. 353 HGB (*German Commercial Code*)). The statutory provisions shall apply to default of payment.
- (8) The Supplier shall only be entitled to a right of offsetting or retention on the basis of legally established or undisputed counterclaims.

§ 4

Scope of performance

- (1) Unless otherwise agreed with us, the content of the Supplier's performance is set out in the respective order.
- (2) Supplier shall provide its services with due care and attention, taking into account the latest state of science and technology as well as the safety regulations of the authorities and trade associations. He shall guarantee compliance with the agreed technical specifications and our other requirements.
- (3) Upon request, Supplier shall provide information on the composition of the delivered good, insofar as this is necessary for the fulfillment of regulatory or statutory requirements in Germany and abroad. Supplier shall also be obliged to inform us immediately in writing of any concerns it has about the way in which we wish the service or delivery to be carried out and to propose any changes it considers necessary in order to meet the agreed specifications or legal requirements.
- (4) The involvement of third parties for the execution of the ordered deliveries and services requires our prior written consent.

§ 5

Delivery Period

- (1) The delivery time specified in the purchase order is binding.
- (2) Supplier is obliged to notify us in writing without delay if circumstances arise or if such circumstances become apparent to him, which indicate that the agreed delivery time is unlikely to be met.
- (3) In case of delay in delivery, we are entitled to a flat charge for damage caused by delay at a rate of 1 % of the net value of the goods delivered late per completed week, though in total no more than 5% of the net value of the goods delivered late; all rights to further statutory claims remain reserved (in particular withdrawal from the contract or damages in lieu of performance). Supplier has the right to prove to us that no or significantly less damage has arisen as a result of the delay.

§ 6

Delivery Note - Acceptance of Goods – Force majeure – Default of Acceptance

- (1) Each shipment must include a delivery note which states all the designations prescribed in our order, in particular order numbers and identification numbers. Partial and back orders must be specially marked.
- (2) To make it possible to ascertain the content of a shipment without opening it, the delivery note must be inserted either under the address label or in an envelope attached to the outside of the package clearly marked as "delivery note".
- (3) Goods must be packed in such a way that damage during transportation and loading is avoided. Packaging materials are only to be used to the extent necessary to achieve the intended purpose. The Supplier's obligations to take back material, also with regard to transport and product packaging, shall be governed by the statutory provisions or any deviating agreements with us. The Supplier assures that all packaging is legally licensed and registered with an appropriate system provider and that the charges for this are paid in full and properly.
- (4) Our receiving department is open:
Monday - Thursday from 7:00 a.m. - 12:00 p.m. and 1:00 p.m. - 3:30 p.m.
Fridays from 7:00 a.m. - 12:00 p.m. and 1:00 p.m. - 2:30 p.m.
Advanced notice must be given for deliveries outside of the above-mentioned opening hours via e-mail (purchase@ps-automation.com) in good time (at least 3 working days before the planned delivery date, immediately in the case of express shipments).
- (5) Force majeure, operational disruptions for which we are not responsible, unrest, official measures and other unavoidable events shall release us from the obligation to accept delivery on time for the duration of their existence. During such events and within two weeks after their end, we shall be entitled - without prejudice to our other rights - to withdraw from the contract in whole or in part, provided that these events are not of insignificant duration and our demands are considerably reduced. The provisions shall apply accordingly in the event of labor disputes for which we are not responsible.
- (6) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the Supplier must also expressly offer us its performance if a specific or determinable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, Supplier may demand compensation for its additional expenses in accordance with the statutory provisions (Sec. 304 BGB (*German Civil Code*)). If the contract relates to a non-fungible item to be manufactured by the Supplier (individual production), Supplier shall only be entitled to further rights if we have agreed to cooperate and are responsible for the failure to cooperate.

§ 7

Devolution of Risk - Documentation

- (1) Unless agreed upon differently in writing, the delivery must be made "free domicile" (obligation to deliver).
Supplier is obliged to provide the information in accordance with § 6 para. (1) of these Terms and Conditions of Purchase on all shipping and delivery notes. If Supplier fails to do so, we will not take responsibility for any resulting delays in processing and payment.

§ 8

Defect Inspection and Defect Notification – Warranty – Self-help

- (1) We shall be obligated to inspect the goods within a reasonable period of time for defects which become apparent during an incoming goods inspection by external examination and also of the delivery documents (e.g. transport damage, wrong and short delivery) or which are recognizable during a quality control by random sampling ("**obvious defects**"); in all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected by the above. Any respective complaint shall be considered as made in due time if it is received by the Supplier within a period of 5 working days, calculated from receipt of the goods (in case of obvious defects), or in the case of hidden defects as from time of their discovery.
- (2) We shall be entitled to the statutory warranty claims in full. In accordance with the statutory provisions, the Supplier shall be liable in particular for ensuring that the goods have the agreed nature upon devolution of risk to us. In any case, product descriptions which are the subject matter of the respective contract or have been incorporated in the contract in the same way as these Terms and Conditions of Purchase - in particular by being named or referenced in our order - shall be deemed to be an agreement on the nature (*Beschaffenheitsvereinbarung*). It makes no difference whether the product description originates from us, the Supplier or the manufacturer. Irrespective of the statutory claims, we are entitled to demand that Supplier remedy the defect or deliver a replacement at our discretion. In this case the Supplier is obliged to bear all expenses required to remedy the defects or provide a replacement delivery. The right to claim compensation in particular the right to compensation in lieu of performance is expressly reserved.
- (3) If Supplier fails to fulfill its obligation to cure within a reasonable period of time set by us, we may remedy the defect ourselves and demand reimbursement for the necessary expenses or a corresponding advance payment from Supplier. If cure by the Supplier has failed or cannot be reasonably be required of us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform Supplier of such circumstances immediately, if possible in advance.
- (4) The warranty period shall be 24 months calculated from the devolution of risk.

§ 9

Liability for Defective Products - Indemnity - Product Liability Insurance

- (1) If a product delivered by Supplier has a defect, Supplier shall be obliged to indemnify us from claims to compensation for damages from third parties resulting from this product defect upon initial request, to the extent the cause of the damages of the third party is to be found in Supplier's sphere of control and organisation domain and Supplier is liable in relation to third parties itself

- (2) Within the scope of his obligation to indemnify in accordance to para. (1), the Supplier is also obligated to reimburse any of our expenses pursuant to Sec. 683, 670 BGB (*German Civil Code*) which may arise from, or are in connection with, a claim by third parties, including a product recall which we may conduct. We shall inform Supplier of the content and scope of the recall measures to be performed - to the extent possible and reasonable - in order to give him the opportunity for comment. Other statutory rights remain unaffected.
- (3) Supplier undertakes to maintain product liability insurance at its own expense with an insured lump sum of at least 10 million Euros per personal injury claim / property damage claim for the duration of this agreement, i.e. until expiration of the respective limitation period. If we are entitled to further claims for damages, these remain unaffected.

§ 10

Intellectual Property Rights

- (1) The Supplier warrants that intellectual property rights and other third party rights are not infringed in connection with the delivery.
- (2) If claims are asserted against us by a third party due to infringement pursuant to para. (1), Supplier shall be obliged to indemnify us from these claims upon the first written request. This shall not apply if Supplier proves that it is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery if it had exercised the due care of a prudent merchant. We are not entitled to conclude any agreements with the third party - in particular to make a settlement - without the permission of Supplier.
- (3) Supplier's obligation to indemnification covers all expenses necessarily incurred by us as a result of or in connection with such third party claims.
- (4) The limitation period for such claims is 10 years, commencing with the conclusion of this contract. However, our claims under this clause shall in no case become time-barred as long as the third party can still assert the right against us - in particular for lack of expiry of the limitation period.
- (5) Our further statutory claims due to defects of title in the products delivered to us shall remain unaffected.

§ 11

Rights to work results - Exclusivity

- (1) All rights to the work results resulting from the manufacturing of the products and/or the rendition of services owed under this contract shall belong exclusively to us. These include but are not limited to all forms of intellectual property right such as copyrights, ancillary copyrights, know how, inventions, patents, utility models, designs, trademarks and designations as well as corresponding documentation, files, data or other media. Title in and to the work results shall pass on to us together with the delivery of the goods and/or the rendition of the services.
- (2) It is understood and agreed that Supplier shall supply the goods to be delivered to us and the services to be rendered to us according to certain individual specifications with regard to the manufacturing process and/or instructions with regard to the rendition of services that we have provided to Supplier for such purpose. Supplier is therefore not permitted to sell or make available the goods manufactured in this way or render the specified services to any third party without our prior written authorization.

§ 12

Retention of Title - Provision of Materials - Tools

- (1) If we provide Supplier with parts (in particular materials) for the provision of the service owed by the Supplier under this contract (reserved items), we retain title to these goods. Supplier shall mark them as our property, store them carefully at his own expense, insure them to a reasonable extent against damage of any kind and use them only for the purposes of the contract. Upon request, he shall be obliged to return them to us in proper condition if they are no longer required by him to fulfill the contract concluded with us.
- (2) Processing, transformation, intermixture or combination of the reserved items (further processing) will be performed by the Supplier on our behalf. If our reserved item is further processed with other items not belonging to us, then we shall acquire co-ownership of the new item in proportion to the ratio of the value of our reserved item (purchase price plus value-added tax) to the value of the other item(s) with which it was further processed at the time of further processing. If the further processing is carried out in such a way that an item of Supplier is to be regarded as the main item, it is agreed that Supplier shall transfer co-ownership to us on a pro rata basis; Supplier shall keep the item in which we have sole ownership or co-ownership in safe custody for us at its own expense.
- (3) Para. (1) applies accordingly to tools which we make available to Supplier or which are manufactured for contractual purposes and invoiced to us separately by Supplier: We retain title to these tools and the Supplier is under obligation to use the tools solely for the manufacture of the goods that we have ordered. Supplier shall be obliged to insure the tools belonging to us at replacement value against fire, water damage and theft at its own expense. At the same time, Supplier hereby assigns all claims for compensation arising from this insurance to us; we hereby accept this assignment. Supplier is under obligation to perform any necessary maintenance and inspection work on our tools, as well as all repair and servicing work in good time and at his own expense. Supplier shall notify us immediately of possible malfunctions and not merely insignificant damage to the tools.
- (4) To the extent our security rights as defined in para. (1), para. (2) and/or para. (3) exceed the purchase price of all our unpaid reserved items by more than 20%, we are obligated to release the security rights chosen at our discretion upon request by the Supplier.
- (5) If the goods delivered by Supplier are further processed by us, this shall also be carried out for us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- (6) The transfer of ownership of the goods owed by Supplier under this contract to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases we accept an offer of transfer of title from the Supplier conditional on payment of the purchase price, Supplier's retention of

title shall expire at the latest upon payment of the purchase price for the delivered goods. This excludes all other forms of retention of title, in particular the extended retention of title, the forwarded retention of title and the retention of title extended to further processing.

§ 13

Compliance with laws and Code of Conduct

- (1) In connection with the contractual relationship, Supplier is obliged to comply with the relevant and applicable statutory provisions. This applies in particular to anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.
- (2) In particular, Supplier shall ensure that the products delivered by it comply with all relevant requirements for placing them on the market in the European Union and in the European Economic Area and comply with the applicable statutory provisions, in particular the applicable provisions of the German Packaging Act (*Verpackungsgesetz*), the RoHS Directive (Directive 2011/65/EU and its possible replacements), the ATEX Directive (Directive 2014/34/EU and its possible replacements), the EU Conflict Minerals Regulation (Regulation (EU) 2017/821 and its possible replacements), the EU Chemicals Regulation REACH (Regulation (EC) No 1907/2006 and its possible replacements) and - insofar as the Supplier is based in the European Union - the Waste Framework Directive (ARRL; Directive 2008/98/EC and its possible replacements) (SCIP database). Upon request, Supplier shall provide us with evidence of conformity by submitting suitable documents.
- (3) Supplier must also comply with the relevant provisions of labor law and occupational health and safety law, in particular the regulations on the minimum wage (*German Act Regulating a General Minimum Wage*; MiLoG) as well as those of the ArbSchG (*German Act on the Implementation of Measures of Occupational Safety and Health to Encourage Improvements in the Safety and Health Protection of Workers at Work*) and the ArbStättV (*German Ordinance on Workplaces*) and also observe any existing legal requirements for the provision of appropriate accommodation or for ensuring appropriate accommodation. After giving notice, we are entitled to check Supplier's compliance with the aforementioned regulations ourselves or through third parties engaged by us.
- (4) Supplier also assures that it does not violate any human rights or environmental obligations in its business area within the meaning of Sec. 2 para. (4) Lieferkettensorgfaltspflichtengesetz (*German Supply Chain Act*, LkSG).
- (5) Supplier shall ensure that its direct suppliers (including suppliers pursuant to Sec. 5 para. (1) sentence 2 LkSG) are obliged to ensure that no human rights or environmental obligations within the meaning of Sec. 2 para. (4) LkSG are violated in their own business area or along their supply chain. Supplier shall verify compliance with this obligation on the part of its suppliers by means of suitable measures.
- (6) Upon request, Supplier shall report to us at any time on the measures taken by Supplier to comply with the assurances under the above paragraphs (4) and (5) and provide evidence of the implementation of the measures.
- (7) If Supplier becomes aware of human rights or environmental risks within the meaning of Sec. 2 para. (2) or (3) LkSG in its own business area or in its supply chains, it shall immediately take appropriate and effective measures to prevent the violation of human rights or environmental obligations within the meaning of Sec. 2 para. (4) LkSG. It will immediately follow up on any indications of violations. If we or one of our customers informs Supplier of a human rights or environmental risk, Supplier shall coordinate its measures with us and our customers and fulfill our customer's expectations on this. Upon request, Supplier shall agree on appropriate control mechanisms with us and implement them regularly in order to fulfill our customer's expectations. If Supplier does not comply with the obligations under this paragraph, we may temporarily suspend the business relationship.
- (8) At our request, the Supplier undertakes to participate in training courses and further training courses on compliance with the contractual assurances and obligations pursuant to paragraphs (4) et seq. of this § 13.
- (9) Supplier acknowledges that compliance with the assurances and obligations under paragraphs (4) et seq. of this § 13 is of paramount importance to us and our customers. In the event of a serious breach of human rights or environmental obligations pursuant to Sec. 2 para. (4) LkSG by Supplier or its direct suppliers, we may terminate the affected contract or the entire business relationship without notice for good cause. Our rights under general statutory law shall remain unaffected.
- (10) Supplier and we agree to adapt the provisions of paragraphs (4) et seq. of this § 13 accordingly if the due diligence obligations to be complied with in a supply chain are tightened by an amendment to the LkSG or a corresponding European or supranational regulation (e.g. EU regulation or EU directive).
- (11) The provisions of paragraphs (4) et seq. of this § 13 shall apply regardless of whether the LkSG is applicable to Supplier or to us. They shall also apply if compliance with human rights or environmental obligations within the meaning of Sec. 2 para. (4) LkSG is not required by law at Supplier's registered office or at the place where Supplier manufactures the products meant for delivery to us.
- (12) Supplier shall make reasonable efforts to ensure that its subcontractors/suppliers comply with the obligations incumbent on the Supplier under this § 13.
- (13) Supplier shall comply with our Code of Conduct, which can be viewed under the link www.ps-automation.com/CoC_eng. The version of the Code of Conduct valid at the time the contract is concluded shall apply to all orders.

§ 14 – Confidentiality

- (1) The Supplier shall treat our Confidential Information as confidential. "Confidential Information" shall mean all information which is communicated by us in the course of the performance of the business relationship or of which the Supplier otherwise becomes aware, provided that such information (i) is expressly marked as confidential, (ii) is declared confidential by us within fourteen (14) days after the communication or other knowledge of the Supplier thereof or (iii) shall be deemed confidential due to its nature.

- (2) No Confidential Information shall be information which the Supplier can prove (i) was already known to it at the time of communication, (ii) was already in the public domain (i.e. published or generally accessible or state of the art) on the date of notification or will be in the public domain without breach of this agreement after the date of notification, (iii) was disclosed to the Supplier by a third party who was entitled to disclosure, or (iv) was developed by the Supplier independently and without recourse to the Confidential Information.
- (3) If and to the extent that the disclosure of Confidential Information should be compulsorily ordered by a court of law and/or by a public authority, the Supplier shall only be authorised to disclose such Confidential Information to the extent that such order so requires, provided that the Supplier notifies us promptly and in a timely manner in writing so as to enable us to seek remedies and/or legal redress against such official and/or court order in order to prevent such disclosure.
- (4) The Supplier undertakes (i) to treat the Confidential Information in strict confidence, (ii) not to disclose it to third parties and/or make it available to third parties in any other way, (iii) to use it only for purposes and within the scope of and for the purposes of the contract with us and (iv) to hand it over or destroy it without delay at our request.
- (5) The obligation of confidentiality shall end five (5) years after the end of this contract. In the case of know-how, the obligation of confidentiality shall apply without time limit.
- (6) Unless expressly agreed otherwise in writing, information provided to us in connection with offers shall not be considered confidential.

§ 15

Final provisions

- (1) These Terms and Conditions of Purchase and the contractual relationship between the Supplier and us shall be governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules shall not apply.
- (2) Provided that the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction shall be our registered office; however we are entitled to file suit against the Supplier at its general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
- (3) Unless otherwise stated in the order, our registered office shall be the place of performance.
- (4) In the event that a single provision of these Terms and Conditions of Purchase shall be held to be ineffective, void or incomplete, the same shall not affect the validity of the remaining provisions. The contractual parties shall replace the ineffective or void provision or fill the gap by a provision which is most likely to achieve the economic purpose intended by the parties and do so in the form prescribed, if necessary. Should a provision be ineffective or void due to the measure of performance or time (date or deadline) stated, then a legally admissible measure of time or performance shall replace the unenforceable or void provision.