

## **adaptronic Terms & Conditions**

### **I. GENERAL**

These terms and conditions shall be binding. Any contrary terms and conditions of the buyer shall only be valid if expressly and in writing accepted by us.

A contract between us and the buyer shall be deemed concluded upon receipt of our written order confirmation by the buyer. Offers that do not specify a deadline for acceptance shall not be binding.

All agreements and legally significant declarations of the contracting parties shall require written form for their validity. Declarations in textual form transmitted or recorded by electronic means shall be equivalent to written form if expressly agreed upon. All contents of electronically transmitted order confirmations shall be considered equivalent to written form.

Should any provision of these terms and conditions be or become wholly or partially invalid, the contracting parties shall replace such provision with a new agreement that comes as close as possible to its legal and economic effect.

### **II. QUOTATION AND DELIVERY**

Our offers are subject to change and non-binding. If we are hindered in the timely fulfillment of the contract due to procurement, manufacturing, or delivery disruptions at our premises or from our suppliers, such as energy shortages, epidemics, pandemics, transportation disruptions, strikes, lockouts, force majeure, the delivery period shall be extended accordingly. The buyer may only withdraw from the contract if, after the expiration of the extended period, they set us a reasonable written deadline for performance. Withdrawal shall be made in writing if we fail to fulfill within the deadline. If performance of the contract becomes wholly or partially impossible for us, we shall be released from our delivery obligations. We will promptly notify the buyer of the hindrance or impossibility. Claims for damages by the buyer due to delay or non-performance are excluded unless we are guilty of intent or gross negligence. If the buyer is in default of payment for a previous delivery, we are entitled to withhold deliveries without being obliged to compensate for any resulting damages. Partial deliveries are permissible.

### **III. PRICES**

Please ensure that orders meet the minimum order value of EUR 150.00. If the order value falls below EUR 150.00, we reserve the right to charge a processing fee of EUR 75.00.

Our prices are quoted in EURO ex works Wertheim or Wiedensahl, excluding transportation, packaging, insurance, and value-added tax at the respective statutory rate. We invoice based on the prices applicable on the day of delivery, unless expressly agreed otherwise. In the event that the material, supplies, labor, or salary costs underlying our calculation change after the conclusion of the contract, we reserve the right to adjust the prices accordingly.

### **IV. PAYMENT**

Our invoices are payable within 30 days from the invoice date. Orders with a net value of EUR 25,000 or more, and orders for devices to be manufactured according to buyer-specific requirements, entitle us to request a reasonable advance payment. In the case of call-off or scheduled orders, if only a portion of the agreed quantity is taken within the agreed period, we are entitled to deliver and invoice the remaining quantity. If a payment deadline is exceeded, the buyer is in default of payment. Default interest shall be payable at a rate of 3% above the respective Bundesbank discount rate, but not less than 10%. We reserve the right to decide on a case-by-case basis whether to accept bills of exchange and checks. If circumstances become known to us after the conclusion of the contract that give us serious doubts about the buyer's solvency or creditworthiness, we are entitled to declare all outstanding or deferred invoice amounts immediately due and demand cash payment or security from the buyer. If the buyer

fails to comply with this request, we may withdraw from the contract and claim reimbursement for our expenses. The buyer may only assert a right of retention if it is based on the same contractual relationship. The buyer is only entitled to set-off if we have acknowledged the counterclaim or if it has been legally established.

## V. DELIVERY DEADLINES

Compliance with the delivery deadline presupposes that the buyer has fulfilled his contractual obligations, such as the disclosure of specifications.

The delivery deadline shall be extended appropriately:

- if the information required by us for the fulfilment of the contract is not received in good time or if the buyer subsequently changes this information and thereby causes a delay in deliveries or services;
- if hindrances arise which cannot be averted by us despite exercising due care, regardless of whether they occur at our end, the buyer's end, or with a third party. Such hindrances include, but are not limited to, epidemics, pandemics, mobilization, war, riots, serious operational disruptions, accidents, labor disputes, delayed or defective delivery of raw materials, semi-finished or finished products, rejects of important workpieces, official measures or omissions by authorities or public bodies, natural disasters;
- if the buyer or a third party is in default with the work to be carried out by him or with the fulfillment of his contractual obligations if the buyer does not comply with the terms of payment.

Costs incurred as a result of an extension of the delivery period for which we are not responsible will be charged to the buyer.

## VI. DELAY IN DELIVERY

The compensation for delay shall not exceed 0.5 percent for each full week of delay, but in total no more than 5 percent of the contract price of the part of the deliveries in default. For the first four weeks of default, the buyer is not entitled to claim compensation for the damage caused by the delay. If the maximum limit for compensation for delay is reached, the buyer must set a reasonable grace period in writing. If the newly set deadline is not complied with for reasons for which we are responsible, the buyer is entitled to reject the delayed part of the delivery. If a partial acceptance is not economically reasonable for the buyer, he is entitled to withdraw from the contract and to demand a refund of the amount already paid against return of the delivered goods and services rendered.

The buyer is entitled to claim compensation for the damage incurred by him because of late deliveries, insofar as the delay has demonstrably arisen through our fault and the buyer has suffered damage as a result. If the buyer can be accommodated by the delivery of replacement material, he is not entitled to compensation for the damage caused by the delay.

A delay in deliveries or services does not entitle the buyer to any rights and claims other than those expressly mentioned in the clauses on the delivery period. However, this restriction does not apply to unlawful intent or gross negligence on our part, but it does apply to unlawful intent or gross negligence on the part of persons employed or commissioned by us to fulfil any of its obligations.

## VII. OWNERSHIP

All delivered goods shall remain our property (reserved goods) until all claims, including future claims, to which we are entitled from the business relationship have been fulfilled in full. We are entitled to arrange for a corresponding entry in the responsible retention of title register.

In the event that the reserved goods are combined, processed, or mixed with other goods by the buyer, we shall be entitled to co-ownership of the new item in proportion to the invoice value (purchase price claim including value-added tax) of the reserved goods to the invoice value of the other goods. Once

our ownership is extinguished through mixing or combining, the buyer shall in advance transfer to us the ownership rights he is entitled to in the new product to the extent of the invoice value. The buyer is permitted to sell the reserved goods in the ordinary course of business, but only as long as he is not in default. The buyer has no right to make other dispositions. In the event of subsequent resale, the buyer hereby assigns to us in advance all claims arising from the business relationship. If a current account is maintained, the retention of title shall also extend to its balance in the amount of the invoice value that we have charged the buyer for the goods subject to retention of title. If the buyer uses the goods subject to retention of title to fulfill a contract for work or work delivery, the assignment of the claim arising from these contracts shall only apply to the amount of our invoice value for the respective reserved goods. If goods to which we are entitled to a co-ownership share are used, the claim shall apply in the amount of these co-ownership shares. Section 3 shall apply accordingly.

The buyer, without prejudice to our collection authorization, is authorized to collect the assigned claims from the resale or further use of the reserved goods until revoked. The buyer is not entitled to assign or pledge these claims. Upon our request, the buyer is obliged to provide us with the information and documents necessary for collection immediately. In the event of circumstances that, in our opinion, are likely to diminish the creditworthiness of the buyer, the buyer shall immediately notify its customers of the assignment to us upon our request. In this case, the buyer is obliged to separate and surrender the reserved goods to us in a detailed inventory. If the securities provided to us exceed the amount of our claims by more than 20%, we are obligated, at our discretion, to retransfer them to the corresponding extent. The buyer shall promptly notify us of any access or other impairments of third parties to the reserved goods or the assigned claims. The buyer is obliged to cooperate with us in our intervention. The buyer shall bear the costs for the aforementioned information and cooperation obligations. If the retention of title or assignment is not effective under the law of the jurisdiction where the goods are located, a security equivalent to the retention of title or assignment in that jurisdiction is agreed upon. The buyer is fully responsible for cooperating in this regard.

#### VIII. PASSAGE OF RISK

The agreed delivery clauses shall be interpreted in accordance with the INCOTERMS valid at the time of conclusion of the contract.

If the shipment is delayed at the buyer's request or for other reasons not attributable to adaptronic, the risk passes to the buyer at the point in time when the goods should have originally left the factory. From that point onwards, the goods to be delivered shall be stored and insured at the buyer's expense and risk.

#### IX. PACKAGING AND SHIPPING

Packaging is carried out in accordance with professional and commercial criteria, is invoiced at cost price and is not taken back. Unless otherwise agreed, the choice of the means of transport and the route of transport is left to us, without being responsible for choosing the fastest or cheapest option. Claims for damages due to non-compliance with shipping instructions or due to defective packaging of the goods are excluded unless gross negligence can be proven to us. Freight costs are at the expense of the buyer.

Special requests regarding shipping, transport and insurance must be communicated to us in good time. Transport is at the expense and risk of the buyer.

Shipping is carried out with FCA Incoterms 2020, unless otherwise agreed. The packaging is chosen by us.

Shipments that have transport damage may only be accepted with a qualified reservation (exact indication of the damage). This reservation must also be signed by the driver. Externally visible damage must be documented with photos. The damaged goods must be secured and completed with the original packaging. Transport damage must be reported immediately and with high priority in writing.

Taking out insurance against risks of any kind is the responsibility of the buyer.

#### X. LIABILITY FOR DEFECTS AND COMPENSATION FOR DAMAGES

The goods shall be delivered in the design and quality customary with us at the time of delivery. Our deliveries must be checked for regularity upon receipt. Short or incorrect deliveries as well as any defects can only be complained about in writing within 14 days of receipt. Non-obvious defects must be claimed within 12 months. We consider the terms liability for defects and warranty to be synonymous. Warranty period: 12 months on all parts, except wear parts, such as spring contact pins.

The warranty obligation does not apply if the buyer does not immediately comply with our request to return the rejected item or if he refuses our technicians to remedy the defect at the installation site. In the event of a justified complaint, we will remedy the defects at our discretion by repair free of charge or by replacement delivery. In this case, we also bear the costs for shipping. In the event of failure of the repair or replacement delivery, the buyer may, at his discretion, demand a reduction of the remuneration or cancellation of the contract. Any further liability, in particular for damage that has not occurred to the delivered goods themselves, is excluded, unless we are guilty of intent or gross negligence. A return of rejected goods to us must be made in professional packaging. Repair of the delivered goods does not suspend or interrupt the original warranty periods.

#### XI. WITHDRAWAL OF THE BUYER

After the order has been confirmed by us with an order confirmation, the buyer is not entitled to terminate the contract. In the event of premature withdrawal by the buyer, we reserve the right to charge the buyer for the costs incurred up to that point (material, labor, ...). This shall also apply after the timely delivery of the contractual goods.

#### XII. TERMINATION OF THE CONTRACT BY ADAPTRONIC

If unforeseen events significantly change the economic significance or the content of the delivery or service or have a significant impact on our work, or if execution subsequently becomes impossible, the contract will be adjusted appropriately. If this is not economically justifiable, we have the right to withdraw from the contract or the parts affected thereby.

If we intend to withdraw from the contract, we shall promptly notify the buyer of this decision as soon as we become aware of the significance of the event, even if an extension of the delivery time was initially agreed upon. In the event of contract termination, we are entitled to payment for the parts of the goods already delivered and the services already rendered. Any payments already made shall be reimbursed to the buyer if they have not received any corresponding consideration. Claims for damages by the buyer due to such termination are excluded.

#### XIII. ADAPTRONIC RIGHT OF RECOURSE

If, as a result of the acts or omissions of the Buyer or the persons employed or commissioned by the Buyer to fulfil its obligations, personal injury or property damage to third parties occurs and if adaptronic is held liable as a result, adaptronic is entitled to seek recourse from the buyer.

#### XIV. EXPORTS AND EMBARGO ON SECONDARY EXPORTS

The embargo on secondary exports only applies to items that are specifically designated on the delivery note or invoice.

The re-export of these goods is prohibited in accordance with an obligation imposed by the Import and Export Section. This obligation is transferred to the buyer of these goods and must be passed on when transferring the goods to a third party.

The customer is responsible for importing, reselling, or shipping to another country. The customer agrees to comply with all local and international re-export rules.

#### XV. DISCLAIMER

Unless expressly provided in these Terms & Conditions, all other contractual or statutory claims against us are excluded, in particular claims for damages of any kind, including indirect or consequential damages. In no event shall the buyer have any claims for damages that did not arise directly from the delivered goods, such as production downtime, loss of use, loss of orders, loss of profits, or any other indirect or direct damages. However, we shall be liable in any case in the event of gross negligence and breach of essential contractual obligations, but only for the typically occurring damage, for culpable injury to life, limb and health, for guarantees assumed, in the event of fraudulent intent or in other cases of mandatory statutory liability.

#### XVI. TRADEMARK RIGHTS

The examination and liability with regard to any property rights of third parties is exclusively the responsibility of the buyer: He is fully responsible for this and now indemnifies us against any claims for damages by third parties. Technical documents, drawings, service, and operating instructions as well as all information received during the contract negotiations about the function and structure of the goods are subject to confidentiality. The buyer undertakes to deny unauthorized persons access to the relevant information.

#### XVII. SPARE PARTS AND UPDATES

We guarantee that our testers and test benches can be repaired, or spare parts are available for 8 years from the date of delivery. Our adapters are valid for 10 years from the date of delivery. Software updates are available for 10 years from the date of delivery.

#### XVIII. APPLICABLE LAW AND PLACE OF JURISDICTION

The buyer and we shall endeavour to settle any differences amicably and consensually in the first place.

The place of jurisdiction for the buyer and us is Wertheim, Germany. However, we are entitled to sue the buyer at the buyer's registered office.

All contracts and general terms and conditions of delivery are subject to substantive German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

#### XIX. VALIDITY OF THESE TERMS

The legal invalidity of any part of these terms and conditions does not preclude the legal validity of the other provisions and the contract.

The legally binding version of these provisions is the one in the German language.