

General Sales Terms and Conditions Volz Servos GmbH & Co. KG

1. General; scope of application

- 1.1. These General Sales Terms and Conditions (“Sales Conditions”) shall apply to all individual contracts concluded by us with Customers for the sale and/or delivery of movable goods (in particular servos/actuators and related components), irrespective of whether we manufacture these ourselves or purchase them from suppliers or subcontractors. However, they shall only apply if the Customer is an entrepreneur (*Unternehmer*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*) within the meaning of Section 310 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*).
- 1.2. Our Sales Conditions shall apply exclusively, even if we accept orders without reservation, render any performances or directly or indirectly refer to letters or the like containing his or her third party terms and conditions of business with knowledge of the Customer's terms and conditions of business. Conflicting, deviating or supplementary terms and conditions of the Customer shall only be recognized by us if we expressly agree to their validity in writing. Individual agreements made in individual cases between us and the Customer (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these Sales Conditions.
- 1.3. The current version of our Sales Conditions shall also apply to future offers and contracts for the sale and/or delivery of movable property with the same Customer, without us having to refer to them again in each individual case.

2. Features of the goods

- 2.1. The information, drawings, illustrations, technical data, descriptions of weight, dimensions and performance contained in brochures, catalogues, circulars, advertisements, price lists or in the documents forming part of the offer are not guarantees of quality or durability and shall only become part of the contract if compliance therewith has been expressly agreed between the parties. We reserve the right to make changes to these features even after sending an order confirmation, provided that these changes do not contradict either the order confirmation or the Customer's specification.

3. Performance modalities

- 3.1. An activity going beyond the mere provision of the respective object of purchase and its possible delivery, e.g. the assembly, installation, connection or integration of the object of purchase, are not subject of the purchase contract. They can be provided by us upon respective request, but remain subject to a separate, express agreement.
- 3.2. Insofar as the provision of services or work services such as testing, engineering and development services has been agreed between the Customer and us, our General Terms and Conditions for the Provision of Services and Work Services shall apply exclusively.

4. Delivery periods; force majeure

- 4.1. The delivery period shall be agreed individually or stated by us upon acceptance of the order. Delivery times and dates for deliveries (delivery periods) promised by us are always only approximate. This shall not apply if a fixed delivery period has been expressly promised or agreed. Promised or agreed delivery periods shall be calculated from receipt of payment for delivery against advance payment, but at the earliest from final agreement on the questions to be clarified with the Customer prior to commencement of production.
- 4.2. We shall not be liable for the impossibility or delay of our deliveries insofar as these circumstances are due to force majeure or other events unforeseeable at the time of conclusion of the contract for which we are not responsible, e.g. operational disruptions of all kinds, fire, natural catastrophes, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, delays in the granting of any necessary official approvals, official/sovereign measures or prohibitions (such as sanctions, embargoes or other export control regulations), unforeseen increase in the risk that the fulfilment of any obligations under this contract and/or individual contracts will or could result in the imposition of penalties or sanctions (e.g. secondary sanctions). It shall be deemed such an event in case of an incorrect or untimely delivery by one of our suppliers for which we are not responsible. In case of such events, the delivery periods shall be automatically extended by the duration of the event plus a reasonable start-up period. We shall inform the Customer of such events without delay and at the same time inform the Customer of the expected new delivery period.
- 4.3. If agreed delivery and/or performance periods are exceeded for reasons for which we are responsible, the Customer may withdraw (*zurücktreten*) from the contract after the fruitless expiry of a reasonable grace period set by him. This shall only apply if deliveries have not been carried out culpably within the grace period. We shall only be in default if the grace period expires through our fault. Withdrawal must be made in writing (*Schriftform*).

5. Delivery, acceptance, default of acceptance

- 5.1. Deliveries shall be made and the passing of risk (*Gefahrübergang*) shall be effected ex works in accordance with the Incoterms (2020) at our business address (located at Heinrich-Krumm-Straße 5, 63073 Offenbach am Main, Germany), unless otherwise agreed between Customer and us in writing (*Schriftform*).
- 5.2. We shall be entitled to render partial deliveries if (a) a partial delivery can be used by the Customer within the scope of the contractual purpose, (b) the provision of the remaining delivery is ensured, and (c) the partial delivery does not result in any significant additional expense for the Customer.
- 5.3. Deviating from no. 5.1 and only if expressly agreed with the Customer, we dispatch the goods to the destination indicated by the Customer. In this case, Customer shall bear all expenses incurring - also with regard to packaging. In the cases of sentence 1 of this paragraph, the risk of accidental loss and accidental deterioration of the goods shall pass to the Customer upon receipt by the Customer of our notice of readiness for dispatch or - if the latter is not provided for in the contract - at the latest upon handover of the goods to

the forwarding agent, carrier or other transport person. This shall also apply if partial deliveries are made or if we have taken over other performances (e.g. said dispatch or transport or assembly).

- 5.4. If we and the Customer agreed on conducting an acceptance (*Abnahme*), the declaration of acceptance shall be decisive for the transfer of risk. For the rest, the statutory provisions of the German law governing contracts for work and services (*Werkvertragsrecht*) shall also apply mutatis mutandis to an agreed acceptance. Acceptance can also be effected by Customer's implicit behaviour. If the Customer is in default of acceptance, the handover or acceptance shall be deemed equivalent.
- 5.5. If the Customer is in default of acceptance (*Annahmeverzug*) or if the delivery to it is delayed for other reasons for which Customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).
- 5.6. We shall be entitled to determine the type of dispatch (in particular the forwarding agent, carrier or other transport person, and the dispatch route) and packaging (material and type) at our dutiful discretion.
- 5.7. In the case of deliveries to member states of the European Union ("intra-Union deliveries of goods"), the Customer must immediately cooperate in an appropriate manner in providing evidence of the intra-Union delivery of goods. In particular, we may require a dated and signed confirmation of the intra-Union delivery of goods with at least the following content: the name and address of the consignee, the quantity and usual commercial description of the goods and the place and date of receipt of the goods. If the Customer does not comply with this obligation to cooperate, he shall be liable for the resulting damage, in particular for the value-added tax incurred by us.

6. Export control

- 6.1. The Customer shall comply with the applicable export control and sanction regulations and laws of the European Union ("EU"), the United States of America ("US"/"USA") and other jurisdictions (export control regulations). The Customer shall inform us in advance and provide us with all information (including final destination) necessary for us to comply with the export control regulations, in particular if our products are ordered for use in connection with
 - (a) a country or territory, natural or legal person subject to restrictions or prohibitions under the EU, US or other applicable export control and sanctions regulations; or
 - (b) the design, development, production or use of military or nuclear goods, chemical or biological weapons, missiles, space or aircraft applications and launchers therefor.
- 6.2. The fulfilment of the contractual obligations by us is subject to the condition that the applicable export control regulations do not conflict. In such a case, we shall therefore be entitled in particular to refuse or withhold performance of the contract without any liability to the Customer.

7. Prices

- 7.1. Unless otherwise agreed, our net list prices valid at the time of the conclusion of the contract shall always apply plus statutory value-added tax. The prices are ex works according to the Incoterms (2020). Any additional costs for insurance, transport, packaging and express goods as well as any other taxes and duties shall be borne by the Customer unless otherwise agreed.
- 7.2. If agreed prices are our net list prices, no fixed price has been agreed and our delivery shall take place more than four (4) months after conclusion of the contract, our net list prices valid at the time of delivery shall apply.
- 7.3. In the case of a sale by delivery to destination, the Customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Customer. Unless we invoice the transport costs actually incurred in the individual case, a reasonable flat-rate transport charge (excluding transport insurance) shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall be borne by the Customer. Transport packaging and all other packaging in accordance with the German Packaging Act (*Verpackungsgesetz - VerpackG*) shall become the property of the Customer and shall not be taken back by us, except for pallets.

8. Payments

- 8.1. If a payment in advance has not been agreed between the parties, payments are to be made within sixty (60) days of receipt of the invoice without deduction to one of our bank accounts. The invoice shall be deemed received within three (3) days after dispatch, unless the Customer proves otherwise.
- 8.2. The Customer's payment obligation shall remain unaffected if the object of the contract is destroyed for reasons for which we are not responsible after the transfer of risk (*Gefährübergang*) to the Customer.
- 8.3. Payment shall not be deemed to have been made until it has been credited to our bank account specified in the order confirmation. In the case of payment by cheque, payment shall not be deemed to have been made until the cheque has been honoured.

9. Default of payment

- 9.1. As soon as the agreed term of payment is exceeded, the Customer is automatically in default, unless the service is omitted due to a circumstance for which Customer is not responsible. The purchase price shall bear interest at the applicable statutory default interest rate (*Verzugszinssatz*) during the period of default. In the event of default, we shall also be entitled to the statutory default lump-sum in accordance with Section 288 para. 5 sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*). We reserve the right to assert further claims for damages caused by default. In any case, our statutory claim against merchants for commercial interest (*kaufmännischer Fälligkeitszins*) beginning on the due date (Sections 352, 353 of the German Commercial Code (*Handelsgesetzbuch - HGB*)) shall remain unaffected.

- 9.2. If it becomes apparent after the conclusion of the contract that our purchase price claim is jeopardised by the Customer's lack of ability to pay (e.g. by filing for insolvency proceedings), we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw (*zurücktreten*) from the contract (Section 321 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*)). In the case of contracts concerning the manufacturing of non-fungible moveable items (*nicht vertretbare Sachen*; e.g. custom-made items), we can declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

10. Retention of title

- 10.1. Goods paid for in advance are not subject to a retention of title (*Eigentumsvorbehalt*).
- 10.2. In all other respects, we reserve title to all goods delivered by us until complete payment of the present and future claims from a purchase contract and an ongoing business relationship (reserved goods), e.g. on the basis of a framework agreement. If the reserved goods are processed or transformed by the Customer (Section 950 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*)), this processing shall always be carried out for us as manufacturer in our name and for our account, and we shall directly acquire ownership or - if the processing or transformation is carried out from materials of several owners, or if the value of the newly created item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods (gross invoice value) to the value of this newly created item. In the event that for any reason no such acquisition of ownership or co-ownership should occur, the Customer hereby assigns to us its future ownership or (in the aforementioned proportion) co-ownership of the newly created object as security; we hereby accept this assignment. If the reserved goods are combined with other goods not belonging to us within the meaning of Section 947 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) or mixed or immingled within the meaning of Section 948 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), we shall acquire co-ownership of the newly created item in the ratio of the value of the reserved goods (gross invoice value) to the value of the other combined, mixed or immingled goods at the time of the combination, mixing or commingling; if the reserved goods are to be regarded as the main item, we shall acquire sole ownership (Section 947 para. 2 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*)). If one of the other items is to be regarded as the main item, the Customer, insofar as Customer owns the main item, hereby assigns to us the proportionate co-ownership of the uniform item in the aforementioned proportion. We hereby accept this transfer. Our sole ownership or co-ownership of an object created in accordance with the above provisions shall be held in safe custody by the Customer on our behalf free of charge.
- 10.3. The Customer shall be entitled to use, process, combine, mix and/or sell the reserved goods in the ordinary course of business until the event of realisation has occurred. The Customer's claims for payment against his buyers from a resale of the reserved goods as well as the Customer's claims with regard to the reserved goods against its buyers or third parties arising from any other legal reason (in particular claims from tortious acts and claims to insurance benefits), including all balance claims from current account, the Customer hereby assigns to us as security - in the case of co-ownership by us of the reserved goods pro rata in accordance with our co-ownership share. We hereby accept these assignments.

- 10.4. We hereby revocably authorize the Customer to collect the claims assigned to us for us in its own name. Our right to collect these claims ourselves shall not be affected thereby. However, we shall not collect them ourselves and shall not revoke the collection authorisation as long as the Customer duly fulfils its payment obligations towards us (in particular does not default in payment), as long as no application has been filed for the opening of insolvency proceedings against the Customer's assets and as long as the Customer is not unable to pay. If one of the aforementioned cases occurs, we can demand from the Customer that Customer informs us of the assigned claims and the respective debtors, informs the respective debtors of the assignment (which we may also do ourselves at our discretion) and hands over to us all documents and provides all information which we require to assert the claims.
- 10.5. If the realisable value of the securities exceeds our claims by more than ten (10) percent, we shall release securities at the Customer's request.
- 10.6. The Customer is not entitled to pledge the reserved goods or to assign them as security. In the event of seizure of the reserved goods by third parties or other access by third parties, the Customer must clearly indicate our ownership and inform us immediately in writing so that we can pursue our ownership rights. Insofar as the third party is unable to reimburse the court or out-of-court costs incurred by us in this connection, the Customer shall be liable to us for such costs.
- 10.7. If mandatory legal provisions of another country in which the reserved goods are located do not provide for a retention of title within the meaning of the above paragraphs, but know of other and comparable rights to secure the claims from the supplier's invoices, we reserve these. The Customer shall be obliged to cooperate in measures to which we are entitled in order to protect our right of ownership or any other right in the reserved goods taking its place.

11. Warranty

- 11.1. The Customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions) shall be governed by the statutory provisions unless otherwise provided or supplemented in these Sales Conditions.
- 11.2. Unless expressly agreed otherwise, (a) our products must comply exclusively with the statutory requirements applicable in the Federal Republic of Germany and (b) the Customer alone is responsible for the integration of the products into the technical, structural and organisational conditions existing at its premises (system integration responsibility of the Customer). This applies in particular, in case Customer integrates the product provided by us into its own products or products of third parties.
- 11.3. The Customer is obliged to inspect delivered goods immediately after delivery to him or to a third party designated by him and to notify us immediately of any defects. The immediate nature of the notice of defects presupposes that it is sent within seven (7) working days of delivery at the latest or - if the defect was not identifiable during the inspection - within three (3) working days of discovery of the defect at the latest. If, however, this last designated defect was already recognisable to the Customer at an earlier time than the time of

discovery during normal use of the goods, this earlier time shall be decisive for the start of the aforementioned notification period. If the Customer fails to carry out proper and timely inspection and/or notification of defects, our warranty obligation and other liability for the defect concerned shall be excluded unless we have fraudulently concealed the defect.

- 11.4. Insofar as the Customer has claims against us due to the defectiveness of the goods, we shall, at our choice, which shall be exercised at our reasonable discretion, either remedy the defects free of charge or deliver defect-free goods free of charge (hereinafter collectively referred to as "subsequent performance" (*Nacherfüllung*)). The Customer must grant us reasonable time and opportunity to carry out the subsequent performance. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne by us if a defect actually exists. If, however, a Customer's demand for the removal of defects turns out to be unjustified, we may demand reimbursement of the resulting costs from the Customer.
- 11.5. We shall be entitled to make the subsequent performance owed dependent on the Customer paying the due purchase price. However, the Customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect until successful completion of the subsequent performance.
- 11.6. In the event of defects in parts of other manufacturers which we are unable to remedy for licensing or actual reasons, we shall assign warranty claims against the manufacturers and suppliers to the Customer. Warranty claims against us for such defects shall only exist under the other conditions and in accordance with these Sales Conditions if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations of the relevant warranty claims of the Customer against us shall be suspended.
- 11.7. Any warranty claims shall not apply if the Customer changes the good or has changed it by third parties without our consent and the removal of defects is made impossible or unreasonably difficult as a result. In any case, the Customer shall bear the additional costs of remedying the defect incurred as a result of the change.
- 11.8. If the subsequent performance has failed or a reasonable period to be set by the Customer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, the Customer may withdraw from the contract (*zurücktreten*) or reduce the price. In the case of an insignificant defect, however, there is no right of withdrawal. The Customer's rights to claim damages and reimbursement of futile expenses due to the defectiveness of the goods shall be determined in accordance with no. 12. of these Sales Conditions.
- 11.9. Warranty claims are subject to a limitation period of twelve (12) months after delivery of the goods, except for the claims according to no. 12. of these Sales Conditions.

12. Intellectual property rights

- 12.1. We reserve all proprietary rights, copyrights and industrial property rights ("IPR") contained in all documents, materials and other items handed over by us to the Customer (e.g.

offers, catalogues, price lists, cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, samples, models and other physical and/or electronic documents, information and software). The Customer may not make the IPR accessible or communicate them to third parties, exploit them, duplicate them or change them without our prior written consent. Customer must use IPR exclusively for the contractual purposes and return them completely to us at our request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by him in the ordinary course of business and in accordance with statutory storage obligations. At our request, the Customer shall confirm to us the completeness of the return and destruction/deletion or state which of the above-mentioned documents, materials or objects are still required and for what reasons according to Customer's opinion.

13. Subcontractor

- 13.1. The involvement of subcontractors by us in order to render our performances according to these Sales Conditions does not require the prior written consent of the Customer.
- 13.2. Even in the event that a subcontractor is commissioned, we shall bear the sole responsibility for the proper performance of the agreed delivery and/or other agreed performances.