

Hauptprozess MP03	Bereich 010
Detailbereich 000	Revision 001
Rev. Datum 23.12.2022	Ersteller Seybold, Thomas

I. Scope

1. The contracts (hereinafter referred to as contracts) between the Supplier and ATAS Solutions GmbH (hereinafter referred to as ATAS) are subject to these General Terms and Conditions of Purchase and any other written agreements. The Supplier's general terms and conditions shall not apply to the Contracts unless ATAS has expressly agreed to their application in writing. These General Terms and Conditions of Purchase shall also apply if ATAS accepts or pays for deliveries and services of the Supplier in the knowledge of conflicting or deviating terms and conditions of the Supplier.
2. The General Terms and Conditions of Purchase of ATAS shall also apply to all future deliveries and services of the Supplier.

II. Conclusion of contract

1. Order and acceptance as well as amendments and supplements must be made in writing. Verbal ancillary agreements upon conclusion of the contract shall only be effective if they have been confirmed in writing by ATAS. This shall also apply to amendments and supplements after conclusion of the contract.
2. If the Supplier does not accept an order within 14 calendar days, ATAS shall be entitled to revoke the order in writing without the Supplier being entitled to any claims for damages or other claims.

III. Delivery

1. The delivery must correspond to the purchase order or the protocol / declaration / framework agreement in terms of execution, scope and division and must be executed on time. The values determined by ATAS during the goods receipt inspection shall be decisive for quantities, dimensions and weights. ATAS shall not be obliged to accept partial and excess deliveries not agreed upon.
2. Agreed dates and deadlines are binding. The receipt of the goods at ATAS or at the contractually agreed place of delivery shall be relevant for compliance with the delivery date or the delivery period.
3. In the event of a delay in delivery, the Supplier shall pay ATAS a contractual penalty in the amount of 0.1% of the net order amount of the delayed delivery per completed working day, but not more than 5% of the net order amount of the relevant delivery. This contractual penalty exists in addition to the claim for performance. The enforcement of a claim for damages shall remain unaffected by ATAS. The contractual penalty shall be set off against any claim for damages.
4. If it becomes apparent that delivery dates or delivery periods cannot be met, the Supplier shall immediately inform ATAS thereof in writing. In the event of a repeated failure to meet the deadline, ATAS shall be entitled to withdraw from the contract concerned.
5. Natural disasters, riots, official measures, transport disruptions, strikes, lockouts and other operational disruptions in the area of ATAS or its suppliers, which lead to a cessation or restriction of production or prevent ATAS from dispatching the ordered goods, shall release ATAS from the acceptance obligation for their duration to the extent of their effect, insofar as these disruptions are not the responsibility of ATAS and cannot be averted or their averting is not possible with reasonable means. Claims of the Supplier for counter-performance as well as for damages are excluded in these cases. In the event of an impediment disability to the removal, the Supplier shall store the goods properly at its own expense and risk until they are taken over by ATAS. Any rights of withdrawal of the contracting parties pursuant to the statutory provisions due to a permanent disruption shall remain unaffected. If a temporary disruption lasts for a

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period of at least four (4) months or if it is foreseeable that the temporary disruption will last for a period of at least four (4) months, each contractual partner shall be entitled to withdraw from the affected contract in accordance with the statutory provisions.

6. In addition to the right of use to the extent permitted by law, ATAS shall have the right to use software which is part of the scope of delivery, including the documentation, with the agreed performance features and to the extent necessary for the contractual use of the product. ATAS shall be entitled to make backup copies.

IV. Warranty

1. The Supplier warrants that the goods do not have any defects impairing their value or their suitability, in particular that they have the agreed quality or correspond to the sample released by ATAS, are suitable for the use presupposed under the respective contract as well as for the usual use, comply with the generally accepted rules of technology, the public law regulations applicable at the time of delivery and the safety requirements valid at the time of delivery as well as the relevant industrial safety and accident prevention regulations.
2. Unless otherwise stipulated in these General Terms and Conditions of Purchase with regard to the warranty, the supplier shall assume the warranty for its delivery in accordance with the statutory provisions. This shall also apply in the event of multi-shift operation.
3. The supplier has the obligation to deliver only such goods that have been subjected to a final inspection with regard to their material, drawing and standard-compliant design.
4. It is incumbent on ATAS to examine the goods in the incoming goods department for identity and quantity deviations as well as for openly recognisable transport damage and obvious defects and to give notice of these to the contractor within a reasonable period of time, which shall be at least ten (10) calendar days from receipt of the goods. In the case of hidden defects, the notice of defect shall be timely if it is given within five (5) working days after discovery of the defect. ATAS shall have no further obligation to examine the goods and to give notice of defects.
5. In cases where, due to particular urgency, it is no longer possible to notify the Supplier of the defect and the impending damage and to set the Supplier a short deadline for its own remedy, ATAS shall be authorised to remedy the defects itself or to have them remedied at the Supplier's expense or, if this is not possible, to obtain supplies from another supplier at the Supplier's expense.
6. Goods not delivered in accordance with the contract shall be returned at the Supplier's expense and risk. Returned goods shall remain the property of ATAS until receipt of a replacement consignment or until settlement of their equivalent value. If services are repeatedly not performed in accordance with the contract, ATAS shall be entitled to withdraw from the contract concerned.
7. The supplier shall bear the expenses necessary for the purpose of subsequent performance. This applies in particular to transport, travel, labour and material costs. Furthermore, the supplier shall reimburse the costs for the removal or the removal of the defective goods from or to another object and for the installation or the fitting of the repaired or newly delivered goods free of defects.
8. In case of delivery of defective goods, the Supplier shall first be given the opportunity to sort out the defect and to remedy the defect or to deliver a defect-free item before the start of production (processing or installation), unless this is unreasonable for ATAS. If the Supplier is unable to remedy the defect or to deliver a defect-free item or if, to the extent that the setting of a grace period is required pursuant to the statutory provisions, the Supplier fails to do so within a reasonable period of time set, ATAS may reduce

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the remuneration, rescind the contract concerned, claim damages and reimbursement of expenses if the other statutory requirements, are met and return the goods at the risk of the Supplier.

9. If the defect is only detected after the start of production but before delivery of the goods to the end customer of ATAS, ATAS shall furthermore be entitled to claim the processing as well as material costs for parts which can no longer be used as a result of the further processing of the defective parts of the Supplier (so-called wasted value added). In the event that a defect is only detected by ATAS after delivery to the end customer, the Supplier shall also bear additionally incurred customer or end customer complaint costs which do not serve the purpose of subsequent performance, including consequential costs. The obligation to pay compensation pursuant to IV.9 shall not apply if the Supplier is not responsible for the defect.
10. In the case of hidden defects, ATAS is in particular entitled to demand compensation for material and salaries expended uselessly, unless the Supplier is not responsible for the defects.
11. A limitation period of three years shall apply to claims of ATAS due to defects of quality and title.
12. If a claim is made against ATAS on the basis of strict liability towards third parties as a result of non-mandatory law, the Supplier shall be liable to ATAS to the extent that it would also be directly liable. For the compensation of damages between ATAS and the Supplier, the principles of § 254 BGB shall apply accordingly. This shall also apply in the event of a direct claim against the Supplier.
13. Claims of ATAS shall be excluded to the extent that the damage is attributable to violations of operating, maintenance and installation instructions to ATAS, unsuitable or improper use, faulty or careless handling or faulty repair.
14. The Supplier shall be liable for measures taken by ATAS to avert damage, insofar as the Supplier is legally obliged to.

V. Product liability

1. In the event that a claim is made against ATAS on the basis of product liability, the Supplier shall be obliged to indemnify ATAS against such claims. In cases of strict liability, this shall only apply if the Supplier is at fault. If the cause of the damage lies within the Supplier's area of responsibility, the Supplier shall bear the burden of proof in this respect.
2. The supplier shall bear all costs and expenses, including the costs of any legal action or recall.
3. In all other respects, the statutory provisions on liability shall apply.

VI. Third party property rights

1. The Supplier shall be liable for ensuring that no patents or other industrial property rights of third parties in Germany and abroad are infringed by its delivery and its exploitation by ATAS, unless it is not responsible for the infringement of the obligation.
2. In the event of infringement of patents or other industrial property rights of third parties which prevent ATAS or its customers from using the goods in accordance with the contract, the Supplier shall, at its own expense and at ATAS' option, either
 - a) ATAS and/or its customers the right to use the goods;

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- b) design the delivered goods without protection, insofar as this does not impair the contractually agreed properties; or
 - c) replace the delivered goods by other goods with the same properties that do not infringe any patents or other property rights of third parties.
3. The Supplier shall indemnify ATAS against any claims of third parties based on existing patents or other industrial property rights of third parties and shall reimburse ATAS for all costs incurred in the defence of the claim, including the costs of legal representation, unless the Supplier is not responsible for the breach of duty.

VII. Compliance with the Minimum Wage and Employee Posting Act / Subcontractors

- a. For the provision of services within the Federal Republic of Germany:
 1. With the conclusion of each contract, the Supplier declares to comply with the provisions of the Minimum Wage Act ("Gesetz zur Regelung eines allgemeinen Mindestlohns" - MiLoG) and the provisions of the Employee Posting Act ("Gesetz über zwingende Arbeitsbedingungen für grenzüberschreitend entsandte und für regelmäßig im Inland beschäftigte Arbeitnehmer und Arbeitnehmerinnen" - AEntG).
 2. The Supplier warrants to ATAS that it and any subcontractors and contracted rental companies comply with the provisions of the MiLoG and the AEntG.
 3. The Supplier shall indemnify ATAS against all claims asserted against ATAS by employees of the Supplier or by employees of any subcontractors or commissioned rental companies on the basis of the MiLoG or the AEntG and shall pay for the damages and costs - including the necessary legal defence - resulting from such disputes, unless the Supplier is not responsible for the infringement. § Section 774 BGB remains unaffected.
 4. The Supplier shall support ATAS in the defence against corresponding claims to the best of its knowledge and with the greatest possible care.
 5. The Supplier undertakes to submit to ATAS records on remuneration for work (documents pursuant to § 17 of the German Minimum Wage Act (MiLoG)) for hours worked by its employees deployed for the performance of services agreed between the Supplier and ATAS once at the latest six weeks after the conclusion of the contract concerned without being requested to do so and furthermore in the event of justified suspicion of a violation of provisions of the German Minimum Wage Act (MiLoG) or the German Act on the Appropriateness of Employment (AEntG) upon request of ATAS without undue delay and at any time in compliance with the relevant data protection provisions, i.e. if necessary in (partially) anonymised and/or (partially) blackened form. The provisions of the BDSG and any other applicable data protection provisions shall remain unaffected.
 6. The use of subcontractors and commissioned rental companies requires the prior written approval of ATAS in individual cases. A corresponding written application requires the enclosure of documents which allow a positive plausibility check of the offer of the subcontractor or commissioned rental company to the effect that it comprehensively complies with the provisions of the MiLoG and AEntG. In the event that approval is granted, the supplier already now undertakes to pass on to the subcontractor or commissioned hirer in the same way all obligations made here with regard to the MiLoG and the AEntG. This also applies to the aforementioned obligation to pass on.
 7. Any violation by the Supplier of the statutory provisions of the German Minimum Wage Act (MiLoG) and the German Act on the Appropriateness of Employment (AEntG), which in itself or by its repeated

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commission is suitable to substantiate claims of employees of the Supplier and / or of employees of subcontractors or commissioned rental companies against ATAS or is suitable to initiate administrative offence proceedings against ATAS, shall entitle ATAS to terminate the contract concerned without notice for good cause..

8. If proof of payment of the minimum wage by submission of the relevant documents in accordance with No. 5 is not provided or if the Contractor has not paid the minimum wage, has not paid it in full or has not paid it on time, the Supplier shall pay a contractual penalty of 0.1% of the net order amount per employee concerned, but not more than 2.5% of the net order amount in total. This contractual penalty shall exist in addition to the claim for performance. The assertion of a claim for damages remains unaffected. The contractual penalty shall be offset against any claim for damages.

b. **For the provision of services in countries outside the Federal Republic of Germany:**

1. For the provision of services in countries outside the Federal Republic of Germany, the Supplier shall apply and comply with the relevant statutory regulations of the respective country of the provision of services.

VIII. Shipping

1. ATAS reserves the right to determine the shipping route and the shipping method as well as the means of transport and the type of packaging in the order. Unless otherwise agreed, deliveries shall be made free place of destination. The INCOTERMS in the version applicable at the time of the conclusion of the contract shall apply to a trade clause.
2. The Supplier shall comply with the latest recognised rules of technology, the safety regulations, the agreed technical data as well as all statutory provisions for its deliveries or services. If he renders services on the premises of ATAS, he shall inform the coordinator appointed by ATAS of the start and scope of the work and coordinate their course. In this context, the coordinator is authorised to issue instructions. For materials and objects which, due to their nature, properties or condition, may pose a risk to the health and safety of persons, to the environment and to property, and which therefore, due to regulations, require special treatment with regard to packaging, transport, storage, handling and waste disposal, the Supplier shall provide ATAS with a fully completed safety data sheet in accordance with the provisions of the Ordinance on Hazardous Substances and an accident leaflet for transport together with the offer. In case of changes of the materials or the legal situation, the Supplier shall hand over updated data and leaflets.

IX. Delivery notes

1. Delivery notes - clearly marked as such - shall be enclosed with the goods in duplicate, stating the order number. A delivery note shall be issued for each consignment and, unless otherwise agreed, an invoice shall be issued for each delivery note.

X. Invoices and payment

1. Invoices - marked as such - are to be sent in duplicate to ATAS, stating the order, purchase order and delivery note number.
2. Unless otherwise agreed, payment shall be made within 30 calendar days from delivery and receipt of a proper invoice by ATAS. The method of payment shall be left to ATAS.

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3. All payments shall be made subject to subsequent review and possible assertion of claims for repayment together with interest claims.
4. A material deterioration of the financial situation of the Supplier after the conclusion of the contract or if a material deterioration of the financial situation of the Supplier becomes apparent to ATAS only after the conclusion of the contract, entitles ATAS to terminate the contract concerned.
5. If the Supplier ceases payment or if insolvency proceedings are applied for against its assets or extrajudicial composition proceedings are applied for, ATAS shall be entitled to withdraw from the affected contract without prior notice. Insofar as no withdrawal takes place, ATAS may retain an amount of at least 5 % (5 per cent) of the remuneration as security for the contractual claims until the expiry of the contractual warranty period.
6. The Supplier is not entitled to assign its claims against ATAS or to have them collected by third parties.
7. The Supplier shall only be entitled to set-off against claims of ATAS and to retention if its counterclaims are undisputed or have been legally established by a competent court.

XI. Manufacturing resources

1. Means of production, such as models, samples, dies, tools, gauges, drawings and the like, which are provided to the Supplier by ATAS or are manufactured by the Supplier according to their specifications, may not be sold to third parties, pledged or otherwise passed on in any form or used by third parties without the consent of ATAS. The same shall apply to the objects manufactured with the help of these means of production.
2. The Supplier may use the Means of Production exclusively for the performance of its obligations under the Contracts. The Supplier shall only change the place of storage or use of the Production Means with the prior written consent of ATAS.
3. The Supplier shall keep the Means of Production free of charge for ATAS, store them separately from other items and not damage, destroy or remove any property marks of ATAS on the Means of Production. The Supplier shall handle the Means of Production with care and in a professional manner.
4. The means of production handed over by ATAS and the means of production manufactured for the account of ATAS shall remain the property of ATAS.
5. After completion of the order, the Supplier shall return the means of production provided by ATAS or manufactured for the account of ATAS to ATAS without special request.
6. Items developed or further developed by ATAS in cooperation with the Supplier may only be delivered by the Supplier to ATAS.

XII. Non-disclosure

1. The Supplier is obliged to treat all orders placed by ATAS and all commercial and technical details related thereto as business secret.
2. ATAS reserves all rights to the commercial or technical information made accessible by it, including copyrights and the right to apply for industrial property rights, such as patents, utility models, semiconductor protection, etc.. Insofar as these have been made accessible to ATAS by third parties, this reservation shall also apply in favour of the third parties.

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XIII. Place of performance, place of jurisdiction, choice of law

1. Place of performance is 73072 Donzdorf.
2. The courts having jurisdiction at the registered office of ATAS shall have exclusive jurisdictions for all disputes arising from or in connection with these General Terms and Conditions of Purchase and the contracts as well as regarding their validity. However, ATAS shall also be entitled to assert claims against the Supplier at the Supplier's general place of jurisdiction.
3. These General Terms and Conditions of Purchase and the contracts - even if foreign orders are involved - shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

XIV. Salvatory clause

1. The invalidity or unenforceability of one or more provisions of these General Terms and Conditions of Purchase or the contracts shall not affect the validity of the remaining provisions of these General Terms and Conditions of Purchase and the contracts. The same shall apply in the event that these General Terms and Conditions of Purchase or the contracts do not contain a provision which is necessary in itself. As a replacement for the invalid or unenforceable provision, the contracting parties shall agree on the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid or unenforceable provision. Should these General Terms and Conditions of Purchase or the contracts be incomplete, the contracting parties shall reach an agreement with the content to which they would have agreed within the meaning of these General Terms and Conditions of Purchase or the contracts if the loophole had been known at the time of conclusion of the contract.