

## 1. General / Scope

The Terms and Conditions of Purchase and Order of Axxum GmbH (hereinafter referred to as Axxum) shall apply exclusively. Any general terms and conditions to the contrary shall apply only after written consent by Axxum, otherwise they shall not apply. Axxum's Terms and Conditions of Purchase and Order shall also apply if AXXUM accepts delivery without reservation in the knowledge of conflicting or deviating terms and conditions of delivery. All agreements made between AXXUM and the supplier for the purpose of concluding the contract must be recorded in writing in the contract. Amendments and supplements must also be in writing. These terms and conditions of purchase and ordering also apply to all future orders based on the agreed terms and conditions.

## 2. Offers/Order

The preparation and sending of offers by suppliers is free of charge and non-binding for AXXUM. Delivery contracts and delivery call-offs as well as changes must be made in writing. Delivery call-offs/orders can also be made by data transmission if the possibilities for this exist. In exceptional cases, oral orders or agreements shall only be valid if they are confirmed in writing. Deviating general or special conditions of the contractor are only binding for us if we expressly agree to them in writing. They are also not recognised with the acceptance of the delivery/service. Silence shall not be deemed to be consent. Deliveries/services which deviate from the order and which are carried out by the contractor on his own authority and additional services or additional deliveries which have not been ordered in writing shall not give rise to any claim for payment on the part of the contractor. The statutory regulations shall apply to any claims for surrender. An order confirmation is required for all orders within 48 hours of receipt. Furthermore, in the event of a place of receipt differing from the place of jurisdiction, AXXUM must be informed of the expected delivery date before the ordered goods are loaded.

## 3. Prices and packaging

Agreed total or individual prices are fixed prices and are valid until the end of the order processing. Subsequent increases are excluded, unless they are based on subsequent change requests initiated by AXXUM or on a grossly negligent breach of duty by AXXUM or intentional or grossly negligent breach of duty by a legal representative or vicarious agent of AXXUM. Prices are free at the place of receipt specified by AXXUM, including freight, packaging and ancillary costs. If carriage forward delivery is agreed separately, AXXUM will only pay the reasonable freight charges, unless AXXUM has prescribed a special mode of transport. Additional costs for any accelerated transport necessary to meet the delivery date shall be borne by the supplier.

## 4. Transfer of risk

The risk passes to AXXUM as soon as the goods have been received at the specified receiving point and have been properly handed over to the responsible receiving points.

## 5. Deliverydate

Delivery periods apply from the date of our order letter. The time of arrival of the ordered delivery at our works shall apply for the fulfilment of the agreed delivery period. In case of call-off orders, the contractor can only deliver after our explicit call-off.

## 6. Delay in delivery

In case of a delay in delivery, AXXUM is entitled to the statutory claims. In particular, AXXUM is entitled to make a corresponding

covering purchase after the unsuccessful expiry of a reasonable period, at the latest after 6 working days or 7 calendar days.

The acceptance of delayed deliveries and services shall in no case constitute a waiver of any claims for compensation. If the supplier anticipates difficulties in the procurement of materials or in production, or if circumstances arise which are beyond the supplier's control and which could prevent the supplier from delivering on time and in the prescribed quality, the supplier must notify AXXUM immediately. If supplier fails to give such notice, supplier shall be liable in the same manner as for any delay in delivery for which supplier is responsible. In case of cessation of business or permanent insolvency of AXXUM's customers, AXXUM is entitled to demand delivery at a later date or to withdraw from the contract. Supplier shall be reimbursed for any necessary expenses incurred in the performance of the contract up to the date of withdrawal. Supplier will be reimbursed for partial deliveries already made to AXXUM.

## 7. Force majeure

Force majeure, labour disputes, riots, official measures and other unforeseeable, unavoidable and serious events entitle AXXUM to withdraw from orders. This also applies if these events occur at a time when the contracting party concerned is in default. The contracting parties are obliged to provide the necessary information without delay within the scope of what is reasonable and to adjust their obligations to the changed circumstances in good faith.

## 8. Warranty

The Contractor warrants that its deliveries/services have the contractually warranted properties, comply with the recognised latest rules of technology or the DIN regulations and are not afflicted with defects that nullify or reduce the value or suitability for the customary use or the use assumed under the contract. The warranty is automatically extended if defects are not visible at the time of delivery. In case of machines/equipment the warranty shall be at least one year from the date of commissioning; for construction work, the German Civil Code shall apply. In particular, it is warranted for devices, machines, operating and work equipment that the design complies with the accident prevention and occupational health and safety regulations applicable at the time of delivery as well as the generally recognised safety and occupational health rules. The contractually warranted properties shall apply without restriction. In particular no rules, habits and customs relating to the respective industry can be asserted on the part of the supplier.

## 9. Defective deliveries/services

AXXUM is obliged to inspect the goods for any deviations in quality and quantity within a reasonable period after receipt of the goods. For the notification of obvious defects, a period of 14 days after receipt of the goods applies, for hidden defects immediately after discovery within 14 days. The return of rejected goods is at the supplier's expense and risk. AXXUM is entitled to the full statutory claims for defects. In case of § 439 BGB (German Civil Code), AXXUM is entitled to demand remedy of the defect or delivery of a new item from the supplier at its choice. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.

AXXUM is entitled, at the supplier's expense, to remedy the defect itself or to have it remedied if it is no longer possible, due to the particular urgency, to notify the supplier of the defect and the impending damage and to set the supplier a deadline to remedy the defect itself.

Claims based on a defect become statute-barred, except for claims for damages resulting from injury to life, body or health, after 36 months from delivery to AXXUM. In the event of replacement and remedy of defects, the warranty period for replaced and repaired parts shall start anew, unless AXXUM had to assume, based on the conduct of the supplier, that the supplier did not consider itself obliged to perform the measure, but performed the replacement or remedy of defects only as a gesture of goodwill or for similar reasons.

The contractor shall be liable for ensuring that the rights of third parties, in particular industrial property rights, are not infringed by the delivery or service and the use of the items delivered.

## 10. Payment

Invoices do not have to be enclosed to the consignments, but have to be submitted separately, after delivery, for each order or call-off quoting our order number. They have to be sent to AXXUM only after complete fulfilment of the delivery or partial delivery obligations. The basis for the payment deadline is the date of receipt of the invoice (date of receipt stamp); therefore, the invoice date is not necessarily decisive. From the date of receipt of the invoice, AXXUM will pay within (14 days less 2% discount, 30 days net) other payment agreements require written confirmation. Payment shall be made by bank/postal bank transfer or crossed cheque. The periods run from receipt of the invoice, but not before receipt of the goods or in case of services, not before their acceptance and - if documentation or similar documents are part of the scope of services - not before their contractual handover to AXXUM. In the event of early deliveries, the due date for payment shall be based on the agreed delivery date. If advance payments have been agreed which are not yet matched by a corresponding countervalue, AXXUM is entitled to demand a directly enforceable bank guarantee in the same amount concurrently with the advance payment. After complete performance or acceptance of the service, the guarantor is released from the guarantee and the guaranteed declaration is returned. The costs of the guarantee shall be borne by the supplier. The quantities, dimensions and weights determined at AXXUM are decisive for payment. In case of defective delivery, AXXUM is entitled to withhold payment of a reasonable part of the remuneration until proper performance. The supplier is not entitled to assign its claims, with the exception of monetary claims, arising from the contractual relationship to third parties.

## 11. Minimum wage obligations

For our orders for services or work performances as well as work deliveries within Germany, the supplier undertakes to comply with the provisions of the Minimum Wage Act ("Gesetz zur Regelung des allgemeinen Mindestlohns" of 11 August 2014, as amended). Furthermore, it shall not commission any subcontractors or rental companies of whose compliance with the Minimum Wage Act it has not satisfied itself with due diligence. In the event of an official inspection, the supplier undertakes to provide us without delay with all necessary evidence of compliance with the Minimum Wage Act by him and his subcontractors or temporary employment agencies - including in a subcontractor chain. In the event of a breach of the obligation under the aforementioned paragraph, we shall be entitled to an extraordinary right of termination.

## 12. BME - Code of Conduct

AXXUM has committed itself to compliance with the Code of Conduct of the German Association for Materials, Purchasing and Logistics (Bundesverband Material, Einkauf und Logistik Status: 20.01.2020

e.V.). (BME). AXXUM requests the supplier to also comply with the contents of this code of conduct.

## 13. Other conditions

Drawings, sketches, calculations etc. provided to the contractor remain our property. These as well as reproductions may only be passed on to third parties with our consent. The use of our enquiries and orders for advertising purposes is not permitted. No remuneration shall be granted for visits, information trips, offers and other elaborations. Assignments of supplier claims are excluded.

## 14. Place of performance and jurisdiction

The place of performance for all deliveries and services is the prescribed place of receipt. The place of jurisdiction is Wuppertal. We are also entitled to assert our claims at the court having jurisdiction for the respective place of performance, at our discretion.

## 15. Severability clause

The invalidity of any provision of these General Terms and Conditions of Purchase and Order shall not affect the validity of the remaining provisions. Should a provision prove to be ineffective or unenforceable, it shall be replaced by a new effective provision which comes as close as possible to the legal and economic success of the ineffective or unenforceable provision.