

PURCHASING AND DELIVERY CONDITIONS

AXENTIS System Technologies GmbH (referred to as AST)

I. Applicability

1. These purchasing terms apply exclusively. We do not recognize deviating or conflicting conditions unless we have expressly agreed to them in writing.
2. These purchasing terms also apply to all future transactions between the parties, even if we accept the goods unconditionally while aware of differing terms.
3. These general purchasing terms apply only to businesses, legal entities under public law, or special public assets within the meaning of § 310 para.1 BGB.

II. Offer, Acceptance, Order Confirmation

1. The seller must strictly adhere to our inquiry specification regarding quantity and quality and explicitly state any deviations.
2. Offers must be made free of charge.
3. Documents provided by us such as drawings or samples are our intellectual property and must be returned without request after the offer.
4. The seller must confirm orders in writing within two weeks. Failure to do so entitles us to withdraw.

III. Order, Prices, Delivery Terms

1. Prices stated in our order are binding and are based on DDP (Delivered Duty Paid per INCOTERMS 2010), plus statutory VAT unless otherwise agreed.
2. Price changes require our written approval.
3. Only signed written orders and agreements are legally valid. Oral or telephone orders must be confirmed in writing. The same applies to any changes.
4. Delivered machines and equipment must meet accident prevention, regulatory (VDE, DIN), and automotive industry standards.
5. Return shipments, if any, are at the seller's cost and risk.

IV. Offsetting, Retention

We reserve full statutory rights of set-off and retention.

V. Delivery

1. Delivery dates specified in the order are binding.
2. The seller must immediately inform us of any delays, reasons, and estimated duration. Legal claims due to delay remain unaffected.
3. In the event of delay, all statutory claims apply.

VI. Transfer of Risk

Risk passes to us upon proper and complete delivery at the specified destination.

VII. Inspection of Defects

We will inspect the goods within a reasonable period. Complaints are timely if made within 5 working days of receipt, or upon discovery of hidden defects.

VIII. Quality Assurance and Approvals

The contractor must operate a quality assurance system, preferably DIN ISO 9001 or equivalent, and provide proof upon request. We may inspect it directly or through third parties.

IX. Documents, Drawings, Samples, Models, Tools, Confidentiality

1. All materials provided or made per AST specifications are AST's property and may not be used for other purposes or shared with third parties.
2. Upon request, models and tools must be returned to AST.
3. Orders and related matters are to be treated as trade secrets and may not be referenced publicly without written consent.
4. Both parties must keep confidential all non-obvious commercial or technical information from the business relationship.
5. Subcontractors must be bound accordingly.

X. Invoice

1. We require duplicate invoices with complete order references matching item numbers and prices.
2. Payment periods start after full performance and correct invoicing.
3. Invoices for uncoordinated early deliveries will be valued at the agreed delivery date.

XI. Supplier Declaration

The seller must provide a declaration per EC Regulation 3351/83 confirming that goods were made in the EU and meet the origin rules. Non-origin goods must be clearly labeled as such.

XII. Advance Payment

1. Only accepted in exceptional cases, requiring an advance invoice and unconditional, cost-free bank guarantee from a reputable German bank.
2. The full amount must be invoiced upon delivery, with prepayments offset.

XIII. Payment Terms

Invoices are paid within 14 days with 3% discount or 30 days net from correct invoicing and delivery.

XIV. Defect Liability, Warranty

1. Warranty period is 24 months after delivery or commissioning, without shift limits.
2. Goods must comply with our specifications and technical documentation.
3. All legal warranty rights apply, including replacement or repair at our discretion.
4. In urgent cases, we may correct defects at the seller's cost.
5. Replaced parts restart their warranty period.

XV. Product Liability, Insurance

1. Seller must indemnify us against third-party claims related to the goods. This does not apply in cases of our gross negligence or intent.
2. The seller must maintain product liability insurance for personal and property damage with adequate coverage.

XVI. Legal Defects

1. The seller guarantees goods are free from third-party rights and will indemnify us on first request.
2. Claims from legal defects are subject to warranty limitations.

XVII. Supplemental Terms for Software

1. AST or its clients provide the specifications and know-how for developing computer, electronic, or control software.
2. All rights remain exclusively with AST. This includes all related diagrams, documentation, and data carriers.
3. These rights may not be used or transferred by the seller or third parties without AST's written consent.
4. The seller must ensure all contributors (employees or subcontractors) agree to transfer these rights to AST.

XVIII. Place of Performance

Unless otherwise agreed, the place of performance is 73466 Lauchheim, Germany.

XIX. Governing Law and Jurisdiction

1. This contract is governed by German law (excluding the UN Sales Convention).
2. Exclusive place of jurisdiction is 73479 Ellwangen.

As of: July 2025

Management of AXENTIS System Technologies GmbH, Lauchheim