ATEK Drive Solutions GmbH
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TERMS AND CONDITIONS OF SALE AND DELIVERY

of ATEK Drive Solutions GmbH, Siemensstrasse 47, 25462 Rellingen, Germany (hereinafter referred to as the „Seller“).

1. Scope of Application

1.1 All deliveries, services and quotations of the Seller are made exclusively on the basis of these General Terms and Conditions of Sale and Delivery. They form an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as the „Customer“) concerning the deliveries or services offered by the Seller. They shall also apply to all future services, deliveries or quotations to the Customer, even if they are not separately agreed upon again.

1.2 Terms and conditions of the Customer or third parties shall not apply, even if the Seller does not separately object to their application in an individual case. Even if the Seller refers to a document that contains or references the terms and conditions of the Customer or a third party, this shall not constitute consent to the application of those terms and conditions.

2. Quotations and Conclusion of Contract

2.1 All quotations of the Seller are subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period. The Seller may accept orders or contracts within 14 days of receipt.

2.2 The written purchase contract, including these General Terms and Conditions of Sale and Delivery, is exclusively decisive for the legal relationship between the Seller and the Customer. It fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Verbal assurances given by the Seller prior to the conclusion of this contract are legally non-binding, and verbal agreements between the contracting parties are superseded by the written contract, unless it expressly follows from them that they shall continue to apply as binding.

2.3 Amendments and modifications to the agreements made, including these General Terms and Conditions of Sale and Delivery, require written form to be effective. With the exception of managing directors (Geschäftsführer) or holders of a commercial power of attorney (Prokuristen), the Seller‘s employees are not authorized to make deviating verbal agreements. Transmission by fax or e-mail is sufficient to satisfy the written form requirement, provided that a copy of the signed declaration (e.g., as a PDF document) is transmitted.

2.4 Details provided by the Seller regarding the subject matter of the delivery or service (e.g., weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations thereof (e.g., drawings and illustrations) are only approximately authoritative, unless the suitability for the contractually intended purpose requires exact conformity. They are not guaranteed quality characteristics, but descriptions or designations of the delivery or service.

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Customary commercial deviations and deviations resulting from legal requirements or constituting technical improvements, as well as the replacement of components with equivalent parts, are permissible to the extent that they do not impair the suitability for the contractually intended purpose.

2.5 The Seller reserves the right of ownership and copyright in all quotations and cost estimates submitted by it as well as in all drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and auxiliary materials made available to the Customer. The Customer may not make these items accessible to third parties, whether as such or in terms of their content, disclose them, use them itself or through third parties, or reproduce them, without the Seller's express consent. Upon the Seller's request, the Customer shall return these items to the Seller in full and destroy any copies produced if they are no longer needed in the ordinary course of business, or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment

3.1 The payment terms set out in the order confirmation shall apply. Additional or special services shall be invoiced separately. Unless a different currency or otherwise deviating terms have been agreed, prices are in principle stated in euros ex works, plus packaging, statutory value-added tax, and, in the case of export deliveries, customs duties as well as fees and other public charges.

3.2 Insofar as the agreed prices are based on the Seller's list prices and delivery is not to take place until more than four months after conclusion of the contract, the Seller's list prices valid at the time of delivery shall apply (in each case less any agreed percentage or fixed discount).

3.3 Invoice amounts are payable without any deduction no later than 30 days after receipt of the invoice, unless otherwise agreed in writing. The date of receipt by the Seller is decisive for the date of payment.

3.4 If the Customer fails to pay within the period stated in Section 3.3, it shall be in default upon expiry of the period, without any reminder being required. The outstanding amounts shall bear interest at the rate specified in Section 288 (2) of the German Civil Code (BGB) as from the due date; the assertion of further damages for default shall remain unaffected.

3.5 Set-off against the Customer's counterclaims or the withholding of payments on account of such claims is only permissible to the extent that the counterclaims are undisputed or have been established by a final and binding court decision.

3.6 The Seller is entitled to perform outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, it becomes aware of circumstances which are likely to substantially reduce the Customer's creditworthiness and which endanger the payment of the Seller's outstanding receivables by the Customer under the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

4. Cancellation of Orders

If the Customer wishes to cancel an order in whole or in part after conclusion of the purchase contract, it shall notify the Seller in writing without delay, specifying precisely which parts of the

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order are to be affected by the cancellation request. The (partial) cancellation shall only become effective if and to the extent that the Seller accepts it by written confirmation of cancellation. The Customer shall reimburse the Seller, upon proof, for all costs incurred in connection with the order and its execution up to the time of cancellation.

5. Delivery and Delivery Time, Force Majeure, Partial Deliveries

5.1 Deliveries shall be made, at the Seller's discretion, ex works or ex warehouse for the Customer's account.

5.2 Deadlines and dates for deliveries and services held out by the Seller shall always apply only approximately, unless a fixed deadline or a fixed date has been expressly guaranteed. Insofar as shipment has been agreed, delivery deadlines and delivery dates refer to the time of handover to the carrier, freight forwarder or other third party commissioned with the transport.

5.3 The Seller may — without prejudice to its rights arising from the Customer's default — demand from the Customer an extension of delivery and service deadlines or a postponement of delivery and service dates by the period during which the Customer fails to meet its contractual obligations towards the Seller. Due to the high degree of specialization of the Seller's products, it is generally necessary for the Customer to review and approve technical drawings before the start of production. If the Customer does not carry out drawing reviews within the reasonable deadlines set by the Seller, the agreed delivery dates shall automatically be postponed by the corresponding number of days.

5.4 The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or by other events unforeseeable at the time of conclusion of the contract (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lock-outs, shortage of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures (e.g., embargoes) or the non-delivery, incorrect delivery or late delivery by suppliers), for which the Seller is not responsible. Insofar as such events make delivery and performance substantially more difficult or impossible for the Seller and the impediment is not merely of a temporary nature, the Seller shall be entitled to withdraw from the contract.

5.5 In the case of temporary impediments, the delivery or service deadlines shall be extended, or the delivery or service dates shall be postponed, by the period of the impediment plus a reasonable start-up period. The Seller shall regularly notify the Customer in writing without delay of the circumstance of the delivery delay and of the expected new delivery date. Section 2.3, sentence 3 of these Terms and Conditions shall apply accordingly.

5.6 The Seller is entitled to make partial deliveries and to invoice for parts already delivered accordingly, provided this is not unreasonable for the Customer. If a partial delivery has been made and the delivered part has already been installed in a plant, the Customer may withhold a reasonable fraction (but not more than 5%) of the invoice amount of this partial delivery on account of missing accessories or documentation.

5.7 If the Seller is in default with a delivery or service, or if a delivery or service becomes impossible for the Seller for any reason whatsoever, the Seller's liability for damages shall be limited in accordance with Section 9 of these General Terms and Conditions of Sale and Delivery.

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6. Place of Performance, Shipment, Passing of Risk, Acceptance

6.1 Unless otherwise stipulated, the place of performance for all obligations arising from the contractual relationship is 25462 Rellingen.

6.2 The choice of shipping route, method of shipment and packaging shall be at the Seller's due discretion in accordance with the agreed delivery terms.

6.3 The risk shall pass to the Customer no later than upon handover of the delivery item (whereby the commencement of the loading process is decisive) to the carrier, freight forwarder or other third party designated to carry out the shipment. This shall also apply where partial deliveries are made, in the case of agreement of freight-free delivery, or where the Seller has also assumed other services (e.g., shipment). If shipment or handover is delayed as a result of a circumstance attributable to the Customer, the risk shall pass to the Customer as of the day on which the delivery item is ready for shipment and the Seller has notified the Customer thereof.

6.4 The Customer shall bear storage costs after the passing of risk.

6.5 The shipment shall be insured by the Seller against theft, breakage, transport, fire and water damage or other insurable risks only at the Customer's express request and at the Customer's expense.

6.6 Insofar as acceptance has to take place, the purchased item shall be deemed accepted if (a) the delivery and, insofar as the Seller also owes the installation, the installation have been completed, (b) the Seller has notified the Customer thereof, making reference to the deemed acceptance under this Section 6.6, and has requested it to accept the item, (c) ten working days have elapsed since delivery or installation, or the Customer has commenced use of the purchased item and, in that case, five working days have elapsed since delivery or installation, and (d) the Customer has failed to accept the item within this period for any reason other than a defect notified to the Seller that makes use of the purchased item impossible or substantially impairs it.

7. Warranty, Defects in Quality

7.1 The warranty period is one year from commissioning, but no more than 18 months after delivery. Normal wear and tear is excluded from the warranty.

7.2 The delivered items shall be carefully inspected without delay after delivery to the Customer or to the third party designated by it. They shall be deemed approved unless the Seller receives a written notice of defects in respect of obvious defects or other defects that were identifiable upon a prompt, careful inspection within 7 working days after delivery of the delivery item, or otherwise within 7 working days after discovery of the defect or any earlier point in time at which the defect was identifiable to the Customer upon normal use of the delivery item without closer inspection. At the Seller's request, the objected delivery item shall be returned to the Seller freight prepaid. In the case of a justified notice of defects, the Seller shall reimburse the costs of the most economical shipping route; this shall not apply insofar as the costs increase because the delivery item is located at a place other than the place of intended use.

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7.3 In the case of defects in the quality of the delivered items, the Seller shall first be obliged and entitled, at its option to be exercised within a reasonable period, to remedy the defect or to make a replacement delivery. In the event of final failure, i.e., impossibility, unreasonableness (which requires at least two attempts at remedy or replacement delivery) or the Seller's refusal to remedy or make a replacement delivery, the Customer may withdraw from the contract to the extent of the defective partial delivery or reduce the purchase price appropriately. The Seller can only guarantee the correct mechanical function of its products if the operating conditions, medium properties and ambient conditions have been fully disclosed to it by the Customer no later than upon placing of the order.

7.4 If a defect is attributable to the fault of the Seller, the Customer may, after the failure of remedy or replacement delivery, demand damages under the conditions set out in Section 9.

7.5 In the case of defects in components of other manufacturers which the Seller cannot eliminate for licensing or factual reasons, the Seller shall, at its option, assert its warranty claims against the manufacturers and suppliers for the Customer's account or assign them to the Customer. In the case of such defects, warranty claims against the Seller shall exist only under the other conditions and in accordance with these General Terms and Conditions of Sale and Delivery if the judicial enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is without prospect of success, for example due to insolvency. During the duration of the legal dispute, the limitation of the Customer's relevant warranty claims against the Seller shall be suspended.

7.6 The warranty shall lapse if the Customer modifies the delivery item without the Seller's consent or has it modified by third parties, and the elimination of defects is thereby made impossible or unreasonably more difficult. In any event, the Customer shall bear the additional costs of eliminating the defect arising from the modification.

7.7 A delivery of used items agreed with the Customer in an individual case shall be made to the exclusion of any warranty for defects in quality.

8. Industrial Property Rights

8.1 In accordance with this Section, the Seller warrants that the delivery item is free of third-party industrial property rights or copyrights. Each contracting party shall notify the other contracting party in writing without delay if claims are asserted against it on account of the infringement of such rights.

8.2 In the event that the delivery item infringes a third-party industrial property right or copyright, the Seller shall, at its option and at its own expense, modify or replace the delivery item in such a way that no third-party rights are infringed any longer but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Customer by concluding a licence agreement. If it does not succeed in doing so within a reasonable period, the Customer shall be entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages of the Customer shall be subject to the limitations of the following provision of these General Terms and Conditions of Sale and Delivery.

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8.3 In the case of infringements of rights by products of other manufacturers delivered by the Seller, the Seller shall, at its option, assert its claims against the manufacturers and upstream suppliers for the Customer's account or assign them to the Customer. In such cases, claims against the Seller shall exist in accordance with this provision only if the judicial enforcement of the aforementioned claims against the manufacturer and upstream supplier was unsuccessful or is without prospect of success, for example due to insolvency.

9. Liability for Damages

9.1 The Seller's liability for damages, on whatever legal grounds, in particular for impossibility, default, defective or incorrect delivery, breach of contract, breach of duties in contract negotiations and tort, is restricted in accordance with this Section 9.

9.2 The Seller shall not be liable in the case of ordinary negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not constitute a breach of essential contractual obligations. Essential to the contract are the obligations to (i) comply with delivery dates, but only insofar as they were expressly guaranteed by the Seller, (ii) deliver the delivery item free of material defects, and (iii) provide advisory, protective and custodial duties which are indispensable in order to enable the Customer to use the delivery item in accordance with the contract in the first place, or to ensure the protection of life or limb of the Customer's personnel or the protection of its property from substantial damage.

9.3 Insofar as the Seller is liable for damages on the merits pursuant to Section 9.2, this liability shall be limited to damage which the Seller foresaw at the time of conclusion of the contract as a possible consequence of a breach of contract, or which it ought to have foreseen by exercising customary due care. Indirect damage and consequential damage resulting from defects of the delivery item shall additionally only be compensable insofar as such damage is typically to be expected in the case of use of the delivery item for its intended purpose. Damage resulting from penalty or lump-sum damages clauses of any kind to which the Customer has subjected itself vis-à-vis third parties shall only be deemed foreseeable for the Seller or typically to be expected if they were disclosed to it in writing before conclusion of the purchase contract, with specific details of the triggering conditions as well as of the amount and method of calculation.

9.4 In the case of liability for ordinary negligence (i.e., where there is a breach of essential contractual obligations), the Seller's obligation to pay compensation for property damage and resulting further financial loss shall be limited to an amount of one million euros per event of damage (corresponding to the current coverage amount of its product liability insurance or liability insurance).

9.5 The above exclusions and limitations of liability shall apply to the same extent for the benefit of the executive bodies, legal representatives, employees and other vicarious agents of the Seller.

9.6 Insofar as the Seller provides technical information or acts in an advisory capacity, and such information or advice does not form part of the contractually agreed scope of services owed by it, this shall generally be provided free of charge and to the exclusion of any liability.

9.7 Agreements on contractual penalties or lump-sum damages shall only be granted in individual cases by way of individual contract, depending on the respective order. If the Seller undertakes in an individual case by way of individual contract to pay contractual penalties or lump-sum

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damages on account of non-compliance with delivery dates, these provisions shall be conclusive for the Seller's liability for damages for non-compliance with delivery dates and for damages for delay, except in the case of gross negligence or intent.

9.8 The limitations of liability in Sections 9.1 to 9.7 above shall not apply to the Seller's liability for injury to life, limb or health or under the German Product Liability Act (Produkthaftungsgesetz).

9.9 In total, the Seller's liability for damages arising from an order, on whatever legal grounds (i.e., including any contractual penalties and lump-sum damages), shall be limited to a maximum of 20% of the order value. This shall not apply to the Seller's liability for gross negligence or intent, or for injury to life, limb or health, or under the German Product Liability Act.

10. Retention of Title

10.1 The Seller retains title to all goods delivered by it until full payment. In this context, all deliveries shall be deemed one connected delivery transaction. In the case of a current account, the retained title shall serve as security for a balance claim.

10.2 If the goods are combined by the Customer with other items to form a uniform object and the other object is to be regarded as the principal object, the Customer shall be obliged to transfer co-ownership to the Seller on a pro-rata basis, insofar as the Customer owns the principal object. If the buyer resells the delivered goods in the ordinary course of business, it hereby already assigns to the Seller the claims arising from the resale against its customers, including all ancillary rights, until all of the Seller's claims have been fully satisfied.

10.3 If the realization of the Seller's claims appears to be endangered, the buyer shall be obliged, at the Customer's request, to disclose the assignment to the third-party buyers and to provide the Seller with the information and hand over the documents necessary to assert its rights. The buyer shall notify the Seller without delay of any seizure of the goods subject to retention of title and of the assigned claims by third parties.

10.4 The Seller shall release the securities held by it to the extent that they exceed the claims to be secured by more than a total of 20%.

11. Final Provisions

11.1 The place of jurisdiction for any disputes arising from the business relationship between the Seller and the Customer shall be, at the Seller's option, Pinneberg or the Customer's registered office. For actions brought against the Seller, Pinneberg shall be the exclusive place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

11.2 The relationship between the Seller and the Customer shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the provisions of private international law. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

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11.3 Insofar as the contract or these General Terms and Conditions of Sale and Delivery contain gaps, the legally effective provisions which the contracting partners would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Sale and Delivery, had they been aware of the gaps, shall be deemed agreed for the purpose of filling such gaps.

Note: The Customer acknowledges that the Seller stores data from the contractual relationship pursuant to Section 28 of the German Federal Data Protection Act (BDSG) for the purpose of data processing, and reserves the right to transmit the data to third parties (e.g., insurance companies) insofar as this is necessary for performance of the contract.

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