

General Terms and Conditions of Purchase (GTCP) of Johann Maier GmbH & Co. KG

1 General

1.1 In addition to the individually negotiated contractual agreements, the following General Terms and Conditions of Purchase (hereinafter also referred to as "GTCP") shall apply to all business transactions between us,

Johann Maier GmbH & Co. KG,

represented by Johann Maier Verwaltungs-GmbH, Schockenriedstraße 38, D - 70565 Stuttgart Tel:
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and our suppliers or their contractors (hereinafter jointly referred to as "Supplier"). In the event of permanent business relations or framework agreements, these General Terms and Conditions of Purchase shall also apply to all future supply relations until our new General Terms and Conditions of Purchase come into force. The Supplier shall express his agreement with our terms and conditions at the latest through delivery of the goods. Other general terms and conditions of business, shipping or delivery shall not be recognized as part of the contract either by an order confirmation of the supplier or by unconditional acceptance of deliveries or services or their payment by us.

1.2 Individual agreements made with the Supplier in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GTCP.

2. Offer

The offer must expressly specify any deviations from the order enquiry. The supplier shall be bound to his offer for at least three months. Prices shall be quoted in EUR plus the statutory value-added tax valid on the day of delivery, free domicile, including packaging and insurance. At our request, prices may also be shown in other currencies, plus the statutory value-added tax valid on the day of delivery, free domicile, including packaging and insurance.

3. Order

3.1 The Supplier undertakes to respond to orders within 5 working days of receipt of the order and to send an order confirmation upon acceptance. Orders not confirmed or not rejected shall be deemed to have been accepted after 5 working days.

3.2 Only orders placed in text form are legally binding. All agreements made between the parties in connection with an order up to the conclusion of the contract are set out in the order form and, if applicable, in these GTCP. There shall be no verbal collateral agreements.

3.3 By accepting the order, the Supplier acknowledges that he has informed himself about the type and execution as well as the scope of the performance by inspecting the available documents. In the event of obvious errors or mistakes in the inquiry/order, the Supplier shall be obligated to point out these errors to us. This shall also apply mutatis mutandis to incomplete or missing documents.

3.4 Deviations in quantity and quality from the text and content of our order and subsequent amendments to the contract shall only be deemed to have been agreed if we have expressly confirmed them in text form.

4. Property Rights, Copyright and Other Industrial Property Rights

We reserve all property rights, copyright and other industrial property rights to all drawings, tools, samples, models, trademarks and designs etc. which are made available to the Supplier in the course of business relations, for example for the purpose of preparing quotations, placing orders or executing contracts. As soon as they are no longer required by the Supplier, for example if an offer is not submitted or after the order has been processed, they must be returned to us immediately, without being requested and free of charge. These documents may not be made accessible to third parties without our written consent.

5 Delivery Dates and Deadlines, Delay

5.1 Delivery dates and deadlines in orders and on-call orders are binding. The receipt of the delivery at our works shall be decisive for compliance with deadlines and dates. Partial deliveries shall only be permissible by agreement with us. The Supplier shall immediately notify us in text form of any difficulties preventing him from delivering on time in the prescribed quantity and quality, stating the reasons and the expected duration of the delay, and obtain our decision as to whether the order is to be maintained. He shall be liable for any notifications not made or made late.

5.2 In the event of a delay in delivery, we shall be entitled to the statutory claims. A reminder and the setting of a deadline may be waived if a time according to the calendar has been determined for the delivery. Any exclusion or limitation of liability on the part of the Supplier shall be excluded. In the event of rescission, we may retain partial deliveries against credit. If the Supplier repeatedly or permanently fails to meet the deadline, we shall be entitled to terminate the contract. In the event of failure to meet a deadline through no fault of our own, we shall have an exceptional right of termination if the failure to meet the deadline is significant and the urgency of the delivery requires this due to our own deadline commitment.

5.3 If the Supplier is in default, we shall be entitled, after prior warning, to demand a contractual penalty of 1% of the net order value per week or part thereof, up to a maximum of 15% of the net order value. Furthermore, in the event of default, we may also and/or demand delivery and/or, after fruitless expiry of a reasonable grace period, procure replacement from a third party (covering purchase) and/or rescind the contract. The statutory provisions shall apply. The contractual penalty paid shall be offset against a claim for damages.

5.4 We shall not be obligated to accept delivery before the expiration of the delivery date. In the event of premature delivery, we shall be entitled, at our discretion, to return the goods at the Supplier's expense or to store the goods at the Supplier's expense and risk.

6 Transport and Transfer of Risk

6.1 Delivery shall be made "free domicile". Any delays, additional costs and damage caused by non-compliance with our shipping instructions shall be borne by the Supplier. The Supplier shall choose the packaging specified by us and shall ensure that the packaging protects the goods from damage. If we do not specify any packaging, the goods shall be packaged in the manner customary in the trade. The Supplier shall be liable for losses and damage occurring during transport, including unloading, until acceptance at our works. The Supplier shall therefore take out and maintain sufficient transport insurance for his deliveries. If, in exceptional cases, transport costs are assumed by us, the most favorable mode of shipment shall be selected, taking into account transport safety, unless otherwise agreed.

6.2 Even in the case of exceptionally agreed delivery ex works or shipment at our expense, the risk shall not pass until the delivery arrives at our premises or at the agreed place of delivery.

6.3 The Supplier shall be obligated to indicate our order number, order position, the article/part designation on all shipping documents and delivery bills. If he fails to do so, we shall not be responsible for any delays in processing.

7. Prices, Payment

7.1 The price stated in the order shall be the maximum price. It can be undercut, but not exceeded. The prices are "free domicile" including packaging (see above). If, in exceptional cases, something else has been agreed in text form, the packaging shall be charged at cost price. In the event of return, at least two thirds of the invoiced value shall be credited.

7.2 Invoices shall be issued separately for each order. Payment shall be made only after complete receipt of the defect-free goods or complete defect-free performance and after receipt of the invoice. This shall apply accordingly in the case of permissible partial deliveries. Delays caused by incorrect or incomplete invoices shall not affect any cash discount periods. If a discount is granted, payment shall be made in accordance with the discount agreement from the underlying order for goods or services accepted without objection. The decisive date for this period is the date of delivery or receipt of invoice, whichever occurs last. Default of payment by us is excluded in the case of simple negligence. Claims for compensation shall otherwise be limited to the damage typically occurring as a result.

7.3 Claims by the Supplier against us may only be assigned to third parties with our express consent. Text form shall be sufficient for such consent. Payments shall only be made to the Supplier.

8 Quality, Quality Assurance

8.1 The Supplier shall comply with the recognized rules of engineering and the agreed (technical) data, in particular quality regulations as well as any applicable protective laws and other safety regulations. All deliveries shall comply with the latest standards (DIN, EN, ISO, LN, VDE, EU, etc.), factory standards and the standards customary in the industry, unless expressly agreed otherwise in text form.

8.2 The Supplier shall be obligated to maintain a quality management system based on the international standards ISO 9000 ff and EN 9100 ff, with the obligation to set zero-defect targets and to continuously improve its performance.

8.3 The Supplier shall obligate its sub-suppliers to maintain a comparable quality management system (cf. 8.2) which ensures the defect-free quality of its purchased parts and/or externally processed parts. Details are to be regulated in text form in the individual agreements on quality between the parties. To the extent we deem it necessary, the Supplier shall conclude a quality assurance agreement with us.

8.4 The Supplier undertakes to ensure quality on an ongoing basis by means of suitable tests and inspections. The Supplier shall document the tests and inspections. We shall be entitled to convince ourselves of the type of quality assurance on site, if necessary also at sub-suppliers.

8.5 If deviations from specified characteristics and values occur, such products may only be delivered if the Supplier has received a corresponding approval of these deviations (special approval) from us in text form. The Supplier must therefore apply to us for the special approval in text form in good time when the deviation is identified. Upon delivery, it must be ensured that the goods delivered with an approved deviation are marked accordingly on the packaging units and on the delivery bill. If the Supplier detects deviations from specified characteristics and values after delivery of the products, the Supplier is obligated to inform us immediately in text form about the facts in order to be able to initiate appropriate measures. Furthermore, the Supplier must demonstrably initiate measures to ensure that after the expiration of the temporarily approved deviation, products conforming to the specification are again supplied. The Supplier shall keep records of the entire process (identification of defects, determination of causes, corrective measures, verification of effectiveness) and submit them to us upon request. All suggestions for changes submitted to us shall be reviewed internally and any necessary changes or additions to the specification documents resulting therefrom shall be determined / introduced. Under no circumstances may process changes be implemented without our request and approval in text form.

9. Non-contractual Delivery/Service, Investigation of Defects, Limitation Period, Recourse

9.1 If the Supplier does not properly fulfill a contractual obligation incumbent upon him in accordance with the agreements made or legal requirements, we shall be entitled to the legal claims without restriction. This shall apply in particular if the performance owed is not rendered, is not rendered on time or is rendered defectively.

9.2 The Supplier shall transfer the goods free of material defects and defects of title. In the event of the existence of material defects and defects of title, the statutory provisions shall apply unless otherwise agreed below. We shall be entitled to demand supplementary performance from the Supplier, to rescind the contract, to reduce the purchase price or to demand compensation for damages or reimbursement of wasted expenses in accordance with the statutory provisions. Within the scope of supplementary performance, we shall be entitled to demand from the Supplier either the removal of the defect or the delivery of a defect-free item. The Supplier shall be obligated to bear all expenses necessary for the purpose of remedying the defect, delivering a replacement or repairing the damage, in particular transport, travel, labor and material costs as well as installation and removal costs. If the Supplier fails to remedy the defect or make a replacement delivery within a reasonable period of time set by us, or if such remedy or replacement delivery fails, we shall be entitled to rescind the contract and to claim damages in lieu of performance.

9.3 In urgent cases, in particular if there is a risk of default, e.g. to avert acute danger or to avoid major damage, we shall be entitled to remedy the defect ourselves or have it remedied by third parties at the Supplier's expense.

9.4 In the absence of specific terms in quality assurance agreements, the deliveries shall be inspected by us within a reasonable period of time for visible deviations in quality or quantity as well as transport damage. If a quality assurance agreement exists, the Supplier shall be obligated to inspect - we shall only carry out a minimum inspection on the basis of the delivery bill and for transport damage.

9.5 A report of defects by us shall in any case be deemed to be timely if it is received by the Supplier within a period of 7 working days, calculated from receipt of delivery or, in the case of hidden defects, from their discovery. In this respect, the Supplier waives the objection of late notification of defects. In the case of transitory transactions, the customer's notice of defect shall be the decisive criterion. In the event of a complaint, we reserve the right to charge the Supplier for the costs incurred in connection with the complaint. The Supplier shall bear the costs and risk of returning defective delivery items.

9.6 Our material defect claims for the product delivered by the Supplier or for the services rendered by him for us shall expire 36 months after delivery of the products or after proper performance of the services. The Supplier shall agree with his business liability insurer on the coverage of this limitation period.

9.7 In the event of defects of title, the Supplier shall indemnify us against claims of third parties. With regard to defects of title, the limitation period contained in Clause 9.6 shall apply accordingly.

9.8 For parts repaired or remanufactured within the limitation period of our claims for defects, the limitation period shall recommence at the time when the Supplier has fully satisfied our claims for supplementary performance.

9.9 If we take back products manufactured and/or sold by us as a result of the defectiveness of the contractual item delivered by the Supplier, or if the purchase price was reduced for us because of this, or if claims were made against us in any other way because of this, we reserve the right of recourse against the Supplier, whereby it is not necessary to set an otherwise required deadline for our defect rights.

9.10 We shall be entitled to demand reimbursement from the Supplier of the expenses which we had to bear in relation to our customer because the latter has a claim against us for reimbursement of the expenses necessary for the purpose of supplementary performance, in particular transport, travel, labor and material costs as well as installation and removal costs.

9.11 Notwithstanding the provisions of Clause 9.6, the limitation period in the cases of Clauses 9.8 and 9.12 shall commence at the earliest 2 months after the date on which we have fulfilled the claims asserted against us by our customer, but at the latest 5 years after delivery by the Supplier.

9.13 If a material defect becomes apparent within 6 months of the passing of risk, it shall be presumed that the defect was already present at the time of the passing of risk, unless this presumption is incompatible with the nature of the defect.

10 Product Liability, Insurance Cover

10.1 The Supplier shall indemnify us against all claims for compensation by third parties arising from product and producer liability for damage if and to the extent that the cause of such damage lies within the Supplier's sphere of control or organization and the Supplier itself is liable to third parties. In such cases of damage, the Supplier shall also be liable for the costs of any recall action that may become necessary and for those compensation payments (including the costs required for

appropriate legal action) that we have agreed to make to the third party out of court, taking into account the interests of the Supplier. Other legal claims shall remain unaffected. The Supplier shall also bear all costs of any measures which are necessary for the (also precautionary) elimination of defects, in particular due to our product monitoring obligation. The Supplier shall agree with his insurer on the co-insurance of this indemnification within the scope of its business liability insurance.

10.2 The Supplier undertakes to maintain a business and product liability insurance policy with a lump-sum coverage of at least EUR 5 million for personal injury and material damage. Furthermore, the coverage must, in deviation from the General Terms and Conditions of Liability Insurance (AHB), also extend to damage incurred abroad and in the aerospace sector. The Supplier must inform us of any exclusions from the USA/Canada cover. The scope of this insurance must extend to the forms of coverage of the so-called extended product liability insurance (ProdHV) including the insurance of personal injury and material damage due to the absence of warranted characteristics of the delivery item, combination, mixing and processing of the delivery products, further treatment and processing, removal and installation costs, scrap production by machines as well as a testing and sorting costs clause. The sum insured for these damages must also amount to at least EUR 2 million. Upon request, the Supplier shall provide us with a corresponding confirmation from the insurer (certificate of insurance) as well as proof of maintenance of this insurance coverage during the business relationship with us.

11. Industrial Property Rights, Indemnification

11.1 The Supplier warrants that the delivery item and its packaging comply with the provisions governing the operation or use of such items, irrespective of whether these provisions result from European law, legislation, official regulations or commercial practice. In doing so, he shall indemnify us against all claims under public and private law arising from violations of these provisions.

11.2 The Supplier warrants that in connection with its delivery as well as through use of the delivery item by us as well as the handover of the delivery item by us to agents or final customers as well as use of the delivery item by the agent or final customer, the property rights of third parties are not infringed. If claims are asserted against us by a third party, the Supplier shall be obligated to indemnify us against such claims upon initial request.

11.3 In the event of use of third party property rights on the basis of license agreements concluded by the Supplier, the Supplier shall ensure that worldwide exhaustion of the associated property rights occurs upon delivery to us for all property rights associated with the delivery item, also in the event of further processing or modification by us or by agents or by final customers. Furthermore, the Supplier shall ensure that use of the delivery products is permitted in all countries in which corresponding property rights exist. We shall have a right of joint use, free of charge, to his industrial property rights and to those licensed by him covering the range of products supplied. The Supplier's obligation to indemnify us shall apply to all expenses incurred by us as a result of or in connection with claims asserted by a third party.

12. Force Majeure

War, civil war, export or trade restrictions due to a change in political circumstances, as well as strikes, lockouts, operational disruptions, operational restrictions, epidemics and pandemics and similar events which make it impossible or unreasonable for us to fulfill the contract shall be deemed to be force majeure and shall release us from the obligation to inspect and accept the consignment

on time for the duration of their occurrence. The Suppliers shall be obligated to adjust their obligations to the changed contractual circumstances in good faith after having been informed by us. If the force majeure is of not insignificant duration, i.e. has already lasted for at least 2 weeks without interruption, we shall be entitled to withdraw from the contract insofar as it results in a considerable reduction in our requirements. This is particularly the case if our demand is reduced by more than 30%. The Supplier shall not be entitled to claim compensation for any damages incurred as a result.

13 Trade Secrets

13.1 The Supplier undertakes to keep all information arising from the business relations with us strictly confidential, unless such information is generally known, has been lawfully acquired from third parties or has been independently compiled by third parties, and to use such information exclusively to the extent necessary for the conduct of business relations with us. The protected information includes in particular technical data, purchase quantities, prices, as well as information about products and product developments, about current and future research and development projects and all company data concerning us.

13.2 Furthermore, the Supplier shall be obligated to keep all illustrations, drawings, calculations, samples and other documents received strictly confidential and to disclose them to third parties only with our express consent in text form, unless the information contained therein is generally known.

13.3 The Supplier shall impose these obligations on the sub-suppliers accordingly. The obligations under this Clause 13 shall continue to apply after termination of the contract.

14 Assignment of the Order

The assignment of the order or essential parts thereof to third parties without our prior consent in text form shall be inadmissible and shall entitle us to rescind the entire contract or parts thereof and to claim damages.

15 Right of Rescission in Case of Deterioration of Assets

If, after the conclusion of the contract, there is a significant deterioration in the financial circumstances of the Supplier and if this jeopardizes the enforcement of our contractual and statutory claims against the Supplier, we shall be entitled to rescind the entire contract or parts thereof. A deterioration of the financial situation shall be deemed to have occurred in particular if individual foreclosures are carried out against the Supplier, the Supplier is refused an important loan, payments are suspended or insolvency proceedings are filed against the assets of the Supplier.

16 Place of Jurisdiction, Place of Performance, Other Final Provisions

16.1 The place of jurisdiction shall be our registered office, currently Stuttgart. We may also sue the Supplier at the court having jurisdiction over the Supplier's registered office.

16.2 Unless otherwise specified in the order, our place of business shall also be the place of performance for both parties.

16.3 The law of the Federal Republic of Germany shall apply exclusively to all legal issues between the Supplier, even if the Supplier's registered office is abroad, and to us, excluding of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

16.4 Should individual provisions or regulations of these GPC be or become legally invalid, ineffective or unenforceable in whole or in part, this shall not affect the remaining provisions or regulations. The same shall apply if it should turn out that the contract contains a gap. Rather, in place of the invalid or unenforceable provision or in order to fill the gap, a provision or regulation shall apply which corresponds or at least comes close to the purpose of the provision or regulation and which the contracting parties would have agreed to in order to achieve the same or as similar a contractual result as possible if they had known of the invalidity or incompleteness of the provision or regulation. If the invalidity of a provision or regulation is based on a measure of performance or time (deadline or date), a legally permissible measure shall take its place. The contracting parties shall be obligated to determine any necessary amendment by formally amending the wording of the contract.

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