

General Terms and Conditions of Purchasing

1. Applicability / scope of application

1.1.

The following General Terms and Conditions of Procurement alone shall apply to the purchase and supply of goods and services between the Supplier and MT Mechatronics GmbH (hereinafter "MTM") as beneficiary.

These General Terms and Conditions of Procurement are also available in the Internet at www.mt-mechatronics.de.

Individual agreements shall only prevail over these Terms and Conditions of Procurement to the extent that agreements deviating from the present Terms and Conditions of Procurement have been made therein or it has expressly been agreed that the present Terms and Conditions of Procurement are not applicable.

1.2.

General Terms and Conditions of Business of the Supplier deviating from or supplementing the present Terms and Conditions of Procurement shall not be binding for MTM even if MTM does not expressly challenge them or the Supplier declares that it only wishes to supply according to its General Terms and Conditions of Business. The Supplier's General Terms and Conditions of Business shall also not constitute the subject matter of the agreement by implication as a result of unreserved acceptance of deliveries and services or payment thereof by MTM. Anything to the contrary shall only apply if it has been expressly confirmed in writing by MTM.

2. Conclusion of the contract

2.1.

An order by MTM shall be an offer to the Supplier to acquire the deliveries and services designated in more detail herein (hereinafter "Contractual Objects") at the terms and conditions stated in the order. Until acceptance by the Supplier, MTM can revoke the order.

2.2.

The order information from MTM (order number, commission number, material number, factory etc.) are to be stated when accepting an order and in all other correspondence connected with the supply agreement. An order shall be deemed accepted if the Supplier commences rendering of the services which are the subject matter of the order. Supplements or amendments to an order by the Supplier shall only become effective if they are confirmed in writing by MTM. Each accepted order and each contract otherwise concluded for the delivery of contractual objects shall be termed "Delivery Contract" in the sense of the present terms and conditions.

3. Scope of service / changes to the scope of service

3.1.

The scope of service shall result from the specification agreed at the conclusion of the delivery agreement and the specifications, the order and the present Terms and Conditions of Procurement. Engineering drawings, plans, etc. of tools produced specifically for manufacture of the contractual objects and/or transferred to MTM together with the contractual objects shall be provided to MTM together with the tools, if applicable as a copy. Ownership of the aforementioned engineering drawings, etc. and the tools shall pass over to MTM together with ownership of the contractual objects.

3.2.

The Supplier shall examine all the specifications, statement of work and other information provided to it for performance of a delivery contract and any and all provisions and other materials made available for performance of the delivery contract for their suitability with a view to the purpose envisaged by MTM and the client of MTM to the extent that this purpose is known to it or ought to have been known to it according to the circumstances. If it is seen in this context that changes to the supplied provisions, materials or the contractual objects are necessary or appropriate, the Supplier shall notify MTM without delay. MTM shall inform the Supplier whether and, if applicable, which changes are to be made by the Supplier. To the extent that, from the Supplier's point of view, such changes can lead to the agreed costs of the contractual objects changing or agreed deadlines not being complied with, the Supplier shall make MTM aware thereof without delay. Arrangements shall be made

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between the parties regarding the additional or lower costs and a change of the agreed deadlines by mutual agreement. In this context, the agreements already made shall be taken into account suitably. If no agreement is reached within 14 days, MTM shall be entitled to terminate the supply agreement without notice. The Supplier can demand the agreed remuneration for contractual objects already supplied.

3.3.

No. 3.2. shall apply accordingly if it is seen that changes to the contractual objects are necessary for any other reason.

3.4.

The Supplier can only claim that there is a lack of necessary documents or information from MTM to the extent that it has requested the documents or information in writing in good time and has not received them within a suitable period. The Supplier shall vouch for the fact that its deliveries are suited for the intended use and fulfil the current state of the art and science. In rendering the services, The Supplier shall comply with all the standards, laws and legal directives relevant according to applicable law (e.g. DIN, VDE, VDI, etc.), in particular the relevant environmental protection, hazardous substance, hazardous goods and accident prevention directives, ensure the security of the supply chain according to the relevant customs directives and comply with the generally acknowledged safety engineering rules and the MTM standards notified to it.

4. Commissioning of third parties

4.1.

The Supplier shall not be entitled to assign the contract in part or in whole to third parties or to have it performed by third parties without prior written approval from MTM. Third parties in the sense of the present General Terms and Conditions of Procurement shall also be enterprises affiliated to the Supplier. Unauthorised forwarding to third parties shall entitle MTM to withdraw from the agreement totally or partly and to demand damages.

4.2.

If MT approves forwarding to or performance by third parties pursuant to no. 4.1, the Supplier shall impose the same rights on the third party as it has assumed towards MTM. The Supplier shall be liable for the third party's culpability as for its own. Forwarding to or performance by third parties or rendering of services by a third party shall only result in a contractual relationship between MTM and the third party in the event of an expressed written agreement.

5. Prices / payment terms

5.1.

The agreed prices shall be fixed prices and shall exclude subsequent demands or price increases of all kinds, notwithstanding the regulations in nos. 3.2. and 3.3.

5.2.

Invoices shall contain all the information requested in the order. They must, moreover, contain all the information entitling MT to deduction of value added tax (VAT), in particular the tax reference or value added tax registration number, invoice number and other mandatory statements of an invoice from the Supplier according to the applicable, relevant statutory directives. If the invoice does not contain the aforementioned data, MT shall not be obliged to pay the VAT stated. If MTM is not allowed to deduct VAT as a result of an improper invoice, the Supplier shall reimburse the value added tax paid by MTM.

5.3.

Unless agreed otherwise, payments shall be made by MTM by bank transfer within 14 calendar days to qualify for a 3% prompt payment discount or in full within 45 calendar days following delivery and acceptance and receipt of the invoice. A prompt payment discount may also be deducted in the event of offset or in the event of justified exercising of rights of retention on account of defects.

5.4.

Payments by MTM shall be made in Euro in accordance with the official Euro reference rate of the European Central Bank at the time of invoicing.

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5.5.

The Supplier shall not be entitled to assign claims accruing to it against MTM. The Supplier shall only be entitled to offset claims of MTM or to exercise a right of retention if and insofar as its claim is undisputed or its counterclaim has been adjudicated.

6. Delivery dates / Delays

6.1.

The agreed delivery dates, periods and quantities shall be binding. MTM shall be entitled, but not obliged to accept partial services and advance deliveries as such. Acceptance of partial services shall not constitute a waiver of complete and punctual performance – not even by implication. It shall be the receipt of goods and services at the destination stated by MTM which shall determine whether they have been delivered on time.

6.2.

MTM shall not be obliged to accept and/or to pay for excess deliveries. It can demand that the Supplier collects contractual objects delivered in excess at the latter's expense.

6.3.

If the agreed delivery dates or times are exceeded, the Supplier shall fall into delay without a caution being necessary. For the occurrence of delay, it shall be of no importance whether the Supplier itself was supplied by third parties in good time.

6.4.

If it can be seen that a delivery date cannot be complied with, the Supplier shall be obliged to immediately inform MTM about the reasons and the prospective duration of the delay. This shall also apply to delays for which the Supplier is not answerable, e.g. delays as a result of force majeure or industrial disputes through no fault of the Supplier. The obligation to comply with the agreed periods and times shall not be cancelled as a result. Acceptance of a delayed delivery by MTM shall not contain a waiver of claims for damages.

6.5.

If the Supplier fails to comply with its notification duty pursuant to 6.4., it cannot invoke the fact that it is not answerable for the delay. The Supplier shall be obliged to compensate for the damage incurred by MTM as a result of delayed notification pursuant to 6.4.

6.6.

MTM is entitled to demand 0.5% of the net total order value, albeit no more than 5% of the net sum decisive according to the final invoice, per calendar week of the delay as a contract penalty in the event of exceeding of an individual delivery date or an individual delivery period for which the Supplier is answerable. The total contract penalty from sentence 1 may not exceed 5% of the net sum decisive according to the final invoice. The reservation of the claim to be addressed upon acceptance can be declared until maturity of the final invoice. Further-reaching claims of MTM, in particular claims to damages, shall not be affected by the promise of a contract penalty. The contract penalty shall be offset against any and all claims for damages which may be made.

6.7.

If the delivery date or delivery period is exceeded as a result of circumstances for which the Supplier is not answerable, e.g. force majeure or industrial disputes, MTM can either demand performance of the contractual duties at a later time or – if the disturbance cannot be remedied within a suitable period – terminate the delivery agreement without notice. In such a case, MTM shall only owe the remuneration for objects already supplied contractually.

7. Delivery terms / transfer of ownership and risk

7.1.

Place of performance (in the sense of § 447 sub-section 1 German Civil Code) for deliveries and services of the Supplier shall be the headquarters of MTM in Mainz, to the extent that nothing to the contrary has been agreed (e.g. movement or dispatch to a different destination or collection by MTM).

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7.2.

The prices shall include delivery. They shall contain all costs of packaging and dispatch. The Supplier shall pack and dispatch the contractual objects properly in a way customary in the industry, complying with the care customary in the trade.

7.3.

MTM maintains a transport insurance for the goods ordered. To the extent that the Supplier's prices entail transport insurance, MTM shall be entitled to curtail the invoice or the Supplier shall be obliged to reimburse the amounts paid for the transport insurance.

7.4.

Single standard or other delivery notes with a statement of the individual and total amounts as well as the gross and net weights shall be attached to the packages. Invoices shall not be deemed delivery notes. Order confirmations, delivery notes, freight documents, invoices and all other correspondence shall be provided with the order number as well as the item, material and/or article number. Additional costs incurred by MTM through failure to comply with the aforementioned regulations shall be charged to the Supplier.

7.5.

For deliveries without erection or assembly, ownership and risk shall be transferred upon receipt of the delivery at the destination agreed with MTM. For deliveries with erection or assembly, ownership and risk shall be transferred upon the acceptance to be carried out at the installation site. Under no circumstances shall transfer of ownership constitute an inspection or other kind of acceptance of the contractual objects.

8. Proofs of origin, import and export provisions

8.1.

The Supplier shall be responsible for and engages to comply with all relevant export control directives valid at the time of the delivery. It shall provide necessary import or export approvals and other official approvals at its own cost and risk and attend to all the necessary customs formalities. The Supplier shall notify MTM of necessary acts of cooperation in good time and without specific request and support it therein.

8.2.

The Supplier shall provide proofs of origin requested by MTM with all the necessary information and make them available duly signed without delay.

9. Examination and notification duties

9.1.

The Supplier acknowledges that MTM shall comply with the duty to examine the goods supplied by examination of random samples of a representative part of the delivery in the event of delivery of large quantities and delivery of a number of identical or similar contractual objects. The examination shall be done within a suitable period following receipt in the incoming goods dept at MTM, to the extent that this matches the conditions of the proper course of business. It shall extend to the quantity and externally recognisable condition of the contractual objects. An obligation to examine the function, quality features externally not recognisable or dimensions shall not exist. As long as the documents to be attached to the contractual objects by the Supplier are not complete, MTM shall not be obliged to recognise the contractual objects as being contractual complete. Defects detected shall be notified within a suitable period. The same shall apply to any and all defects detected later.

9.2.

MTM's examination and notification duties shall be limited to those stated in paragraph 1. In addition, the Supplier waives the objection of a delayed notification of defects pursuant to § 377 German Commercial Code.

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10. Liability for defects

10.1.

The Supplier assures that all the contractual objects supplied by it

- a) fulfil the latest state of the art and science with regard to processes, equipment, mode of function and construction as well as the valid statutory provisions and applicable standards;
- b) fulfil the specifications of the order;
- c) are free of defects;
- d) are free of third-party rights and
- e) manifest quality customary on the market and in the industry.

10.2.

The Supplier assumes a guarantee for the fact that the contractual objects are suitable for the specific purpose for which they have been ordered, to the extent that the purpose was or ought to have been known to the Supplier, and for the fact that the contractual objects manifest the assured properties. This guarantee shall apply to a period of 24 months following transfer of risk.

10.3.

In the event of defects of the contractual objects, the rights from §§ 437 et seq. German Civil Code shall accrue to MTM. If the Supplier does not comply with its duty of subsequent performance or does not do so within a suitable period, MTM shall be entitled to remedy defects to the contractual objects itself or have them remedied by third parties or to replace the contractual objects or have them replaced by third parties, regardless of whether it is a question of a work manufactured by the orderer itself or not. The costs of the subsequent performance shall be borne by the Supplier.

10.4.

The Supplier shall be liable for defects of the objects of delivery for a period of 24 months from transfer of risk. For hidden defects, the warranty period shall not end before the expiry of 6 months after the start of processing of the contractual objects, unless the time at which MTM starts processing of the contractual objects does not match the proper sequence of business.

The statutory regulations shall apply to buildings and real estate.

10.5.

Claims of MTM originating within the warranty period shall be barred no earlier than 6 months after origination of the claim, albeit not before the end of the agreed period of barring.

10.6.

To the extent that manufacture or supply of products including sale of products manufactured elsewhere, granting of licences and performance of work and services in the course of aviation and/or aerospace activities are the contents of the agreement and/or the aforementioned products, work and services are to be applicable in aviation and/or aerospace activities according to the contract, the Supplier shall be obliged to maintain an aviation and aerospace product third-party liability insurance, sufficiently covering the risks resulting from the contractual objects and their use and the work forming the subject matter of the contract. The Supplier shall be obliged to present a matching insurance confirmation to MTM upon request. There shall be no duty to accept contractual objects or work for which the necessary insurance does not exist.

10.7.

If the Supplier does not maintain an insurance according to paragraph 6 above, MTM shall examine whether the Supplier can be included in the matching insurance of MTM for work performed for MTM. The Supplier declares its agreement with the inclusion and engages to provide the insurance company with all the necessary documents and information and to perform the necessary acts of cooperation in the event of damage. The costs incurred for the inclusion (co-insurance), in particular the insurance premium or its increase, as the case may be, shall be borne by the Supplier alone.

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11. Quality management / environmental protection

11.1.

The Supplier shall permanently monitor the quality of its supplies and services. The Supplier engages to maintain a quality assurance system for this purpose and to prove it to MTM upon request.

11.2.

The Supplier shall produce records of its quality examinations and quality assurance measures and provide them to MTM upon request. Quality records are to be accessible at all times. Upon request, it must be possible to send them to MTM at short notice. The documents shall be archived by the Supplier for at least 10 years from production. The Supplier agrees to performance of audits for assessment of the efficacy of its quality assurance system by MTM or an expert commissioned by MTM, if applicable with involvement of the customer or client of MTM.

11.3.

Commissioned employees of MTM, clients of MTM and representatives of official authorities or their delegates shall have access to all business premises in which work for MTM and its clients is done at any time during customary business hours, regardless of whether these are the Supplier's business premises or those of its sub-suppliers, and may view all contract-related documents. This right of access shall in particular be granted to all persons commissioned by MTM who are responsible for monitoring progress at the Supplier and for the performance of audits or examinations connected therewith or for the qualification of the Supplier.

11.4. The above paragraphs 1 to 3 shall only apply to contractual objects for which a quality management system has been prescribed, e.g. because these are products from aviation or aerospace.

11.5.

The Supplier engages not to use and supply any substances and materials which have been forbidden by law. It engages to comply with the applicable laws and legal standards which relate to maintenance of environmental and industrial safety and also include fire protection regulations.

12. Provisions

12.1.

Unless agreed otherwise, all objects provided by MTM, in particular documentation, models, materials, equipment, components, production equipment, packaging, tools, measuring instruments, devices, specimens or other objects provided, also on loan basis, which are located at the Supplier according to regulations (hereinafter "provisions"), are not and do not become the Supplier's property, but remain the property of MTM. Provisions shall be controlled and checked by the Supplier without delay, any and all complaints shall be notified to MTM in writing without delay. The Supplier may only use the provisions for the manufacture of the contractual objects and may only use them for other purposes or permit such use for third parties (also enterprises affiliated with the Supplier) with prior written agreement from MT. Destruction shall also only be permitted with prior written approval from MTM.

12.2.

Provisions shall be clearly marked as property of MTM and kept for MTM by the Supplier free of charge. The Supplier shall treat the provisions with the care customary in the trade, maintain them in a proper condition at its own expense (care, upkeep, renewal of parts, etc.) and replace them if necessary. The Supplier shall be obliged to insure the provisions against "all risks" at its own expense to the amount of the re-procurement value and to prove this to MTM upon request. The Supplier hereby assigns its claims against the insurance company to MTM in advance, MTM hereby accepting said assignment.

12.3.

MT shall be entitled to have the provisions and records in this regard inspected by an employee authorised by MTM during customary working hours.

12.4.

To the extent that objects provided by MTM are also processed or reshaped with other objects to form a new movable object, MTM shall acquire sole ownership of the new object. In the event of combination or inseparable blending with other objects, MTM shall acquire co-ownership, the

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co-ownership shares being determined according to the ratio of the value which the objects have at the time of the combination. § 947 subsection 2 German Civil Code shall not apply.

12.5.

By request of MTM, which shall be possible at any time, the provisions shall be removed or returned to MTM. Naming of reasons for the request shall not be necessary. Return or removal shall be done without delay. With a view to the provisions, no rights of retention or liens shall accrue to the Supplier, unless the counterclaims are undisputed or legally effective.

13. Non-disclosure

13.1.

The Supplier shall keep all drafts, specimens, production equipment, models, data media, prototypes, illustrations, diagrams, calculations, knowledge and other documents provided to it by MTM (hereinafter "documents") secret, not make them accessible to third parties (also sub-suppliers and enterprises affiliated with the Supplier) without written consent from MTM and not use them for purposes other than those expressly determined by MTM. This shall apply accordingly to any and all copies of the documents. A non-disclosure obligation shall not apply with regard to documents already justifiably known to the Supplier upon receipt, and without a corresponding non-disclosure obligation, or subsequently justifiably becoming known to the Supplier without a corresponding non-disclosure obligation or which are or become generally known without a breach of a non-disclosure obligation. Any and all non-disclosure agreements concluded between the parties shall remain unaffected. The Supplier shall obligate its sub-suppliers and enterprises affiliated with it to non-disclosure at least in accordance with the present regulation.

13.2.

By request of MTM, which shall be possible at any time, albeit no later than the end of the contract, all documents from MT (including copies and records made thereof) shall be returned to MTM completely and without delay or, by request of MTM, be destroyed. No rights of retention or liens shall accrue to the Supplier with regard to the documents and information.

13.3.

Within the framework of advertising, when providing references or other publications, the Supplier may only name, portray or in any other way use the commissioning, the project, the corporate name or the trade mark of MTM and/or the client of MTM if MTM has consented in writing beforehand.

14. Termination

14.1

MTM can terminate the delivery agreement at any time until complete receipt of the contractual objects. If MTM gives notice, the Supplier shall be entitled to demand the agreed remuneration; however, it must have what it saves in the way of expenditure as a result of the cancellation of the agreement or acquires or maliciously fails to acquire by use of its working power elsewhere offset against this.

14.2.

The right to termination without notice for good cause shall remain unaffected. Good cause shall in particular, but not exclusively, be opening of insolvency proceedings against the other contracting party's assets or rejection of the opening due to insufficiency of funds and also a breach of the non-disclosure obligation pursuant to Section 13.

14.3.

MTM shall also be entitled to termination without notice in the event of non- or bad performance by the Supplier, if it has fruitlessly set a suitable period for performance or subsequent performance or if the Supplier is in arrears with the contractual service to be rendered by it for more than four weeks. This shall also apply if the arrears only relate to a not inconsiderable part of the contractual service.

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15. Protective rights

15.1.

With supply of a work protected by copyright, MTM shall receive from the Supplier a free, simple, transferable and unlimited right of use for all kinds of use of the work.

15.2.

The Supplier shall indemnify MTM against all claims by third parties on account of a breach of an industrial protection, copy or other right due to the use of the contractual objects provided by the Supplier and their contractual use.

16. Liability / product liability

16.1.

If the Supplier's services also entail work on MTM's operating premises or on the operating premises of MTM's client, the Supplier shall take all necessary precautionary measures to avoid personal or property damage and in particular comply with the directives of the company rules in question and the applicable accident prevention directives during the course of said work. The Supplier shall replace MTM and indemnify MTM against all damages, costs and expenditure caused by the Supplier's work on the operating premises to the extent that the Supplier is culpable therefore.

16.2.

The Supplier shall be liable for its representatives or sub-agents to the same extent as for its own culpability.

16.3.

The Supplier engages to examine the contractual objects for defects meticulously and continuously. It engages to indemnify MTM against all claims by third parties to the extent that they are to be put down to defectiveness of a contractual object. MTM can demand either compensation for all damages or indemnification against the third party. The Supplier shall be obliged to insure these damage risks sufficiently. Upon request, the insurance confirmations shall be presented to MTM.

17. Final provisions

17.1.

All legal relationships between MTM and the Supplier shall be governed by the law of the Federal Republic of Germany alone, ruling out the provisions of the UN Convention on Contracts for the International Sale of Goods.

17.2.

The exclusive place of jurisdiction for all disputes from or in connection with the supply agreement concluded between MTM and the Supplier shall be Mainz. MTM shall be entitled to initiate judicial proceedings against the Supplier at its general place of jurisdiction as well.

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