

General Terms and Conditions of Primion Technology GmbH

1. General provisions, scope of application

The following terms and conditions shall apply to all orders and other purchase contracts (including, but not limited to, purchase contracts, contracts for work and services) with our suppliers.

These General Terms and Conditions of Purchase apply exclusively to our business relationship with suppliers. However, they shall only apply if the customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

Deviating, supplementary or conflicting terms and conditions of the supplier shall not become part of the contract unless we have expressly agreed to them. This shall also apply if we have not expressly objected to them or if we accept deliveries and services of the supplier, make payments or refer to documents of the supplier without having objected to the general terms and conditions of the supplier.

Individual agreements shall take precedence over these General Terms and Conditions of Purchase. However, text form shall be decisive for proof of their content.

The contractual language is German. Insofar as the General Terms and Conditions of Purchase are also made available in English, the German provision of the General Terms and Conditions of Purchase shall apply exclusively in the event that individual provisions have a different meaning.

The General Terms and Conditions of Purchase shall also apply – in the version valid at the time of conclusion of the contract – to all future transactions between us and the Supplier as well as to pre-contractual negotiations, even if no express reference is made to the General Terms and Conditions of Purchase.

The currently valid General Terms and Conditions of Purchase and any amendments can be viewed on the website primion.io. They can be saved, downloaded and printed out.

References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are amended or expressly excluded in these General Terms and Conditions of Purchase.

2. Offer/order, prices, payment

Offers from the supplier are free of charge, even if they made at our request.

Orders are only binding in written or text form.

The supplier shall notify us of obvious errors (including, but not limited to, typing or calculation errors, calculation errors) and incompleteness in our order including all associated documents for the purpose of correction or completion before accepting our order.

If Primion refers to target quantities in the order, these are non-binding demand forecasts which do not constitute an obligation for Primion to take delivery.

Subcontracting is only permitted with the express consent of Primion. However, consent may only be refused for good. If the supplier uses subcontractors without prior express consent, Primion has the right to withdraw from the contract and/or demand compensation if the supplier does not terminate the use of the subcontractor despite setting a reasonable deadline. In addition, the statutory provisions apply.

Delivery is based on prices agreed in advance. These prices are fixed prices. They are DDP Incoterms as amended from time to time, plus statutory value added tax, unless this is already shown in the order. The prices include all services, ancillary services and costs, taxes, customs duties, costs for packaging and shipping and other charges unless otherwise agreed. If prices are not stated or fixed when the order is placed, they must be indicated to us before the order is executed. These prices shall only become binding with our express consent.

Delivery shall be DDP Stetten a.k.M. (Incoterms as amended), unless expressly otherwise in individual cases. The price includes packaging and shipping in particular. Additional claims of any kind by the supplier are excluded.

Unless otherwise agreed, we shall make payments at our discretion within 14 days of delivery and receipt of the invoice with a 3% discount, within 30 days of delivery and receipt of the invoice with a 2% discount or within 90 days net. Payment shall not constitute a waiver of any complaints or warranty claims.

Our rights of set-off and retention cannot be restricted. The supplier shall only be entitled to offset and to assert a right of retention insofar as its counterclaim used for this purpose is undisputed or has been legally established.

3. Delivery time, delivery

Agreed delivery dates or deadlines are binding.

Decisive for compliance with the delivery date is the receipt of the complete and defect-free quantity of goods at the place of receipt or use specified by us.

Shipment shall be made at the supplier's expense and risk via the shipping route specified by us. A copy of the delivery bill and/or dispatch notes stating the exact contents must be enclosed with the shipment, stating the order numbers, or sent to us separately by e-mail immediately.

The supplier shall bear the costs for damage to the goods caused by defective packaging. The supplier's obligation to take back the packaging shall be governed by the statutory provisions. If a special calculation of the packaging is agreed with the supplier, this shall be credited at full value in the event of carriage paid return.

The risk shall not pass to us until the delivery is handed over at the delivery address specified in our order or, if acceptance has been agreed, upon acceptance.

The statutory provisions (Sections 377 et seq. of the German Commercial Code (HGB)) shall apply to our commercial obligation to inspect and give notice of defects, subject to the following conditions. Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, incorrect and short delivery). If acceptance has been agreed, there is no obligation to inspect the goods. Our obligation to give notice of defects discovered later remains unaffected. In the cases of S. 2 (obvious defects), our complaint (notification of defects) shall be deemed immediate if we send it within ten working days of receipt of the goods; in the cases of S. 4 (later discovery), this period shall be ten working days from their discovery.

Delivery more than two weeks prior to the agreed delivery date is only permitted by prior agreement. In the event of premature delivery without our consent, the goods shall be stored by us at the supplier's expense and risk until the agreed delivery date; payment periods shall not commence until the agreed delivery date. We shall only accept partial deliveries by express agreement.

Short or excess deliveries are generally not permitted unless otherwise agreed.

The reservation of self-delivery is excluded.

Primion may terminate the contract if the supplier suspends its payments, if insolvency proceedings (§ 14 and 15 InsO) or comparable statutory proceedings applied for by the supplier or by Primion or another creditor, if such proceedings are opened or if their opening is rejected for lack of assets. In this case, Primion is entitled to withdraw from the part of the contract that has not yet been fulfilled.

4. Delay, force majeure

The supplier must notify us of delays immediately after they become known, stating the reasons and the expected duration of the delay. If the supplier incurs costs for special measures in order to meet the agreed delivery dates or deadlines, the supplier shall bear these costs itself. The supplier must notify Primion immediately of such special measures.

Government measures, riots, strikes, lockouts, fire, machine breakdowns, bottlenecks in the supply of materials or energy, transportation hindrances and other reasons beyond our control which delay normal acceptance shall be deemed force majeure and shall entitle us to postpone acceptance accordingly for the duration of the event plus a reasonable start-up period, without this giving rise to any claims or rights for the supplier; we shall be obliged to inform the supplier immediately of such circumstances if we are aware of them. If a delay in performance due to the aforementioned events is unreasonable for one of the parties, this party shall be entitled to withdraw from the contract.

5. Quality assurance, quality control, liability for defects

To ensure the quality of its deliveries, the supplier must maintain a quality management system and must be certified accordingly. Only those parts shall be delivered to us which have previously passed through the aforementioned quality assurance system, been tested and whose dimensions, quality and grade have been determined in accordance with our specifications. All inspection documents shall be kept by the supplier in accordance with the statutory provisions.

The supplier warrants that the delivery is free of defects, that it complies with durability and quality guarantees and that the delivery corresponds to the intended use, the state of the art and the relevant provisions of the authorities and trade associations and does not infringe the rights of third parties.

Our rights in the event of material defects and defects of title and in the event of other breaches of duty by the supplier shall be governed without restriction by the statutory provisions and, in addition, by the following General Terms and Conditions of Purchase.

If the goods are defective, we may, at our discretion, demand subsequent performance in the form of rectification of the defect (subsequent improvement) or delivery of a defect-free item (replacement delivery). If the supplier does not fulfill this obligation to subsequent performance within a reasonable period set by us, we may remedy the defect ourselves (self-remedy) and demand compensation from the supplier for the necessary expenses and a corresponding advance payment.

If subsequent performance by the supplier has failed or is unreasonable for us due to special circumstances

(e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), there is no need to set a deadline - possibly a new one; we shall inform the supplier of such circumstances immediately, if possible before we remedy the defect ourselves.

All costs incurred in connection with the fulfillment of the liability for defects, e.g. for disassembly, assembly, freight, packaging, insurance, customs duties and other public charges, inspections including expert costs and technical acceptance tests shall be borne by the Supplier. This shall also apply if additional costs are incurred due to the fact that the item is no longer located at the original place of performance.

The costs incurred by the supplier for the purpose of inspection and subsequent performance shall be borne by the supplier even if it turns out that there was in fact no defect. Our liability for damages in the event of unjustified request for rectification of defects remains unaffected. However, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was in fact no defect.

If, after delivery of the goods, the supplier discovers deviations in the actual condition of the products from the target condition, he shall us of this and of any planned remedial measures without delay.

The limitation period for claims for defects is 36 months from the transfer of risk unless otherwise agreed. This shall not apply if the law stipulates a longer period. The limitation period shall begin anew parts newly delivered or repaired by the supplier by way of subsequent delivery.

The supplier shall indemnify us against all claims asserted against us by third parties – irrespective of the legal grounds – due to a material defect or defect of title or any other defect in a product delivered by the supplier and shall reimburse us for the necessary costs of our legal action in this respect. The obligation to indemnify shall not apply if the supplier has manufactured its deliveries and services in accordance with our written specifications and the third party's claim is based exclusively on these specifications.

The supplier is obliged to inform us immediately in the event of any damage that may attributable to the delivered goods and to allow our employees, third parties bound to secrecy and/or authorities to inspect all product and process-relevant documents, insofar as this inspection is suitable for determining the cause of the damage and other risks posed by the goods. Furthermore, in such cases the supplier undertakes to grant the aforementioned group of persons unrestricted access to the production site during normal business hours and after prior notification.

6. General liability, product liability, property rights

The supplier's liability shall be governed by the statutory provisions. In addition, the following shall apply: If claims are asserted against us due to a breach of official safety regulations or due to domestic or foreign product liability regulations due to a defect in the product for which the supplier's delivery is the cause, the supplier shall be obliged to compensate us for the resulting damage, unless he is not responsible for this.

If we are obliged to carry out a recall due to the risk to persons and/or property posed by a product of the supplier, the supplier shall also bear all recall costs. Further statutory claims shall remain unaffected. We shall inform the supplier of the recall measures as early as possible – as far as possible and reasonable – and give him the opportunity to comment. If the supplier has indications that it may be necessary to recall one of its products that we have ordered, it must inform us immediately and provide us with the relevant documents.

Our suppliers are also obliged to us to comply with the provisions of the Minimum Wage Act, insofar as this is applicable. In the event of violations, our suppliers shall be liable for any disadvantages. The supplier is obliged to indemnify Primion against all claims made by third parties against Primion due to the violation of the provisions of the Minimum Wage Act by the supplier and reimburse us for all necessary expenses in connection with this claim.

Insofar as product defects are attributable to deliveries or services of the Supplier's upstream suppliers or subcontractors, these shall be deemed to be defects in the Supplier's product. In this respect, the supplier's suppliers or subcontractors shall be deemed vicarious agents pursuant to § 278 BGB.

The supplier is liable for the environmental compatibility of the delivered products and packaging materials. He shall be liable for all consequential damage caused by the breach of his statutory disposal obligations, unless he is not responsible for this.

Any further or additional claims shall not be affected by the provisions of this clause.

At our request, the supplier shall issue a certificate of quality for the delivered goods.

The supplier must take out adequate insurance against the risks arising from product liability. Proof of insurance must be provided upon request.

The Supplier warrants that the goods delivered by it do not infringe any domestic or foreign industrial property rights. The Supplier shall indemnify the Purchaser against all claims made against the Purchaser for infringement of an industrial property right and shall bear the costs of safeguarding the rights (including any legal disputes and settlement negotiations) if these claims are based on a culpable breach of duty by the Supplier or if the Supplier could have recognized the infringement of the industrial property right at the time of delivery if it had exercised due commercial care.

Primion shall inform the supplier immediately in the event of a claim and shall give the supplier the opportunity to participate in the corresponding negotiations.

The obligation to indemnify shall not apply if the supplier has produced its deliveries and services in accordance with our written specifications and the infringement of property rights is based exclusively on these specifications. If the supplier fears an infringement of property rights, it shall inform us of this immediately after receipt of our corresponding specifications.

7. Processing fees

In the event of delivery of missing quantities, incorrect deliveries, defective or damaged goods, billing errors and other errors in delivery, Primion shall incur processing costs. These costs will be charged to the supplier at our reasonable discretion, depending on the effort involved. We reserve the right to claim higher costs or damages. It is up to the supplier to prove lower costs or damages.

8. Retention of title, confidentiality

We reserve all property rights, copyrights and industrial property rights to all documents, materials and other objects (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions, samples, models and other physical and/or electronic documents, information and objects) handed over by us to the supplier. We are also entitled to these rights to those objects which the supplier develops individually for this purpose for the purpose of providing a service to us; the supplier hereby transfers these rights, but at least the exclusive, irrevocable, transferable right of use, unlimited in terms of time, space and content and compensated with the remuneration (thus in particular also the right to complete or partial publication, duplication, redesign and processing, including further utilization for follow-up contracts with third parties), to Primion. Primion accepts this granting of rights of use.

Unless otherwise agreed in writing, all models, samples, drawings and standard sheets provided to the Supplier for the execution of the order shall be returned in perfect condition without request after completion of the inquiry or order. All models, samples and drawings are to be treated confidentially and may only be

used for the completion of inquiries and orders. The supplier expressly undertakes not to reproduce the models, samples and drawings and not to make them available to other companies and destroy the special equipment produced which was required for production at our request.

The transfer of ownership of the goods to us shall take place unconditionally and regardless of our payment of the purchase price upon handover of the delivery. If, however, a reservation of title of the supplier should be agreed in individual cases, , all forms of extended reservation of title, extended to resale, processing or transformation or forwarded reservation of title shall be excluded in any case, so that the reservation of title shall only apply until payment of the goods delivered to us in each case and only for these respective goods.

If the goods delivered to us are processed or transformed or combined, mixed or blended, we shall be deemed to be the manufacturer and shall acquire co-ownership or, if applicable, full ownership of the end product in accordance with the statutory provisions at the latest upon the aforementioned actions.

Our approval of drawings, calculations and other technical documents of the supplier shall not affect the warranty and guarantee obligations of the supplier with regard to the delivery item. This also applies to suggestions and recommendations that we make.

The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. He further guarantees that he will use these documents exclusively for the processing of the order by us and will not use them in other projects. The supplier is obliged to take all reasonable and necessary measures to prevent third parties from gaining knowledge of and utilizing these documents. The supplier to apply at least the same degree of care to the confidentiality of the transmitted information as it does to the confidentiality of its own confidential information. Employees and staff shall be separately obliged to maintain confidentiality during and the term of their employment, unless they are already contractually obliged to do so on the basis of their employment contract. Furthermore, the supplier undertakes to information requiring confidentiality accessible to third parties only with our express prior written consent.

The supplier undertakes not to reproduce any documents which it has received from us for the collaboration and to return them to us in full, including any copies made, without being requested to do so after the end of the collaboration. Any data created and all copies shall be deleted or destroyed from all data carriers. This does not apply if statutory obligations prescribe storage. At Primion's request, the supplier must provide Primion with proof of deletion or destruction.

The obligation of confidentiality does not apply to generally known knowledge. Furthermore, it does not include the Supplier's technical and commercial knowledge from the point in time at which it became public knowledge without a breach of contract by the Supplier being the cause of this. Furthermore, it does not apply to developments that are already in the public domain and therefore no longer secret.

This obligation of confidentiality shall continue to apply even if the intended contract is not concluded or is terminated. The supplier shall bear the burden of proof for generally known knowledge and public knowledge. Furthermore, he must prove that technical and commercial knowledge has become public knowledge and that he has not caused this.

For each case of culpable breach of the confidentiality obligation under these provisions, the supplier must pay a contractual penalty to be determined by us at our reasonable discretion. In the exercise of discretion, particular consideration given to the significance of the breached obligation, the actual and potential disadvantage to us and the degree of culpability of the supplier. The discretionary decision is fully subject to judicial review. The assertion of a further claim for damages, against which, however, the contractual penalty shall be offset, shall remain unaffected.

The Supplier's services and deliveries must be provided in compliance with Directive 2011/65/EC ("RoHS") on the restriction of the use of certain hazardous substances in electrical and electronic equipment and in compliance with Regulation 2006/1907/EC ("REACH") and all other relevant and authoritative statutory provisions applicable to the supplier relationship.

9. Cooperation and exclusion of temporary employment and bogus self-employment

The supplier shall take organizational measures to ensure that the supplier's employees deployed for the provision of services are subject exclusively to the supplier's right of direction and disciplinary authority. The supplier's employees deployed for the provision of services shall not be integrated into Primion's organization.

Primion shall only communicate requirements for the service to be provided to the responsible contact person named by the supplier and shall not issue any instructions to the other persons deployed by the supplier. The persons deployed by the supplier shall not enter into any employment relationship with Primion, even if they provide services on the supplier's premises.

In principle, the supplier shall determine the time and place of performance itself. However, time, space and technical requirements must be observed insofar as they result from the service description or are contained in schedules or service plans agreed between Primion and the supplier or are necessary to achieve the purpose of the order. Unless otherwise agreed, the supplier shall be responsible for the work equipment required to provide the services.

10. Liability of Primion

Primion is not liable for simple or slight negligence.

In the event of gross negligence, Primion's liability shall be limited to the foreseeable damage typically arising.

The above limitations and exclusions of liability for Primion do not apply if Primion's liability is based on intent, in the event of injury to life, limb or health, the breach of essential contractual obligations (obligations that make the proper execution of the contract possible in the first place and on the fulfilment of which the supplier could rely) or is otherwise based on mandatory liability under law.

The above provision also applies to claims of the supplier against employees and agents of Primion. The above provisions shall also apply if legal representatives or vicarious agents of Primion have acted on behalf of Primion.

11. Place of performance, place of jurisdiction, applicable law

The place of performance for all obligations arising from this contract is the registered office of Primion Technology GmbH.

The exclusive place of jurisdiction for disputes with merchants, legal entities under public law or legal special funds and persons who do not have a general place of jurisdiction in Germany is at the registered office of Primion. In addition, we are entitled at our own discretion to sue the supplier at the court of its registered office or branch or at the place of jurisdiction of the place of performance.

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

Should provisions of these Terms and Conditions of Purchase be or become invalid or ineffective in whole or

in part, this shall not the validity of the remaining provisions. Insofar as provisions have not become part of the contract or invalid, the content of the contract shall be governed by the statutory provisions. Only in other respects and insofar as no supplementary interpretation of the contract has priority or is possible shall the parties replace the void or ineffective provision an effective provision that comes as close as possible to it in economic terms.

Special conditions for contracts for work / contracts for work and materials, purchase contracts with installation obligations or service contracts

1. Area of application / deviations

These special terms and conditions apply in addition to the general terms and conditions of purchase of Primion in the event of the existence of a contract for work, a contract for work and materials, a purchase contract with an obligation to install or a service contract.

The receipt of the goods described in the General Terms and Conditions shall be replaced by the acceptance of the goods/service in the case of a contract for work and services or a contract for work and materials, a purchase contract with installation obligation and by the provision of the service in the case of a service contract.

2. Services

The services shall be agreed between the parties in individual contracts. If the contractor/supplier (hereinafter referred to as the contractor) invoices its services according to daily rates, it is agreed that a working day has at least 8 hours. If the contractor performs fewer hours per day, Primion shall only remunerate the services on a pro rata basis in accordance with the hours worked. Travel times are also not considered working time.

In addition to the remuneration, the Contractor shall not be reimbursed for any costs, expenses or travel costs. Furthermore, the Contractor shall not be entitled to any additional remuneration for any evening or night work or for work on Saturdays, Sundays or public holidays, unless Primion expressly requests the performance of evening or night work or work on Saturdays, Sundays or public holidays.

3. Change in performance

The contractor shall notify Primion immediately in writing of any changes or extensions to the scope of the contract. The changes or extensions shall only become legally effective with the written consent of Primion. If the contractor changes or extends its service or delivery without prior written consent, the contractor must compensate Primion for all resulting damages or expenses or withdraw from the contract. In addition, the statutory provisions shall apply.

The Contractor shall review Primion's change requests for possible consequences within 10 working days and inform Primion of the result in writing. In particular, the effects on the costs and the schedule and timetable must be indicated. If Primion decides to implement the changes, the contracting parties shall amend the contract accordingly in writing.

4. Legal regulations

The contractor assures that it will comply with all obligations arising from the Minimum Wage Act. In particular, he assures that the employees or subcontractors employed by him and deployed within the scope of the services to be provided for Primion receive at least the statutory minimum wage or from the respective

binding ordinance on the due date and that no further deductions are made in addition to the statutory deductions. At Primion's request, the client is obliged to proof of payment of the minimum wage by him and/or his subcontractors.

The contractor is obliged to indemnify Primion against all claims (including fines) which a third party asserts against Primion due to culpable actions or omissions on the part of the contractor due to a breach of the Minimum Wage Act, in particular due to a shortfall in the statutory and/or collectively agreed minimum wage.

When placing the order and throughout the entire business relationship with Primion, the Contractor to check whether it is working for Primion on a permanent and substantial basis. The contractor is also obliged to check at the time of placing the order and during the entire business relationship whether it serves other customers to a significant. The contractor is obliged to inform Primion if, at the time the order is placed or during the duration of the business relationship, the contractor is not working solely for Primion on a permanent basis and/or serves other customers to a not insignificant extent.

The Contractor shall pay its social security contributions to the relevant institutions in accordance with current statutory provisions.

5. Notification of concerns

The contractor is obliged to inform Primion immediately in writing of any concerns about the intended type of execution or about the performance of other contractors.

6. Change of personnel

Primion is entitled to demand the replacement of an employee (m/f/d) with another (m/f/d) for objective reasons. This applies in particular if there are doubts about the necessary experience and / or qualifications or if occupational safety or environmental protection regulations are not observed. In this case, the Contractor to a qualified replacement without delay. The agreed deadlines shall remain unaffected by this.

The replacement of personnel by the contractor requires the prior written consent of Primion.

All costs associated with a change of personnel shall be borne by the Contractor.

The Contractor shall not the employee for an appropriate training period.

7. Acceptance

In the case of a contract for work and services or a contract for work and materials, a purchase contract with an assembly obligation or a service contract, Primion will accept the work or the goods or services within the agreed period; in this respect, acceptance is agreed for these contracts. If no acceptance period has been agreed, Primion shall accept the work within 10 working days.

Tacit acceptance, for example by Primion putting the contractual items into use, is excluded. Partial acceptances are also not permitted.

In all other respects, the statutory provisions apply.