

1. Scope

1.1 Our General Terms and Conditions of Purchase shall apply only with respect to entrepreneurs within the meaning of Section 14 of the BGB [German Civil Code].

1.2 Our General Terms and Conditions of Purchase shall apply to all business transactions (deliveries and services) with the supplier even if no express reference is made to these terms. We do not acknowledge any terms to the contrary or any deviating terms used by the supplier, unless such have been expressly approved by us. In particular, acceptance of deliveries or services or payment thereof shall not imply consent.

1.3 Our General Terms and Conditions of Purchase shall also apply to all future deliveries and services provided to us by the supplier.

2. Conclusion of Contract

2.1 Unless otherwise expressly agreed, cost estimates shall be binding and free of charge.

2.2 Offers and quotations from the supplier shall be free of charge. If they deviate from our request this must be expressly pointed out by the supplier.

2.3 If the supplier does not accept our orders within two weeks of receipt, we shall be entitled to withdraw. Call-off orders shall become binding unless the supplier objects to them within five working days following receipt thereof.

2.4 If the acknowledgment of order deviates from our order we shall only be bound if we have agreed to the deviation in writing. Acceptance of deliveries or services or payment thereof shall not imply consent.

2.5 If, upon conclusion of the contract, errors on our part occur through no fault of our own, e.g. on account of transmission errors, misunderstandings etc., any claims for compensation of damages asserted against us shall be excluded as per Section 122 BGB.

3. Deliveries and Passing of Risk

3.1 Any dates and time periods that have been agreed shall be binding and must be strictly adhered to. The receipt of the goods at our site

or at the receiving point agreed or specified by us shall be decisive for this.

3.2 Place of performance for all and any deliveries and services of the supplier shall be the receiving point specified by us.

3.3 The dispatch of each shipment must be notified to us immediately by means of a delivery note.

3.4 The risk of accidental loss and accidental deterioration, damage or other deterioration of the delivery item shall pass to us upon delivery at the place of performance.

3.5 As soon as it becomes apparent to the supplier that deliveries or services might be delayed, the supplier must inform us thereof without delay. The binding effect of the agreed delivery date shall not be affected thereby.

3.6 If delivery is effected prior to the stipulated delivery date, we shall have the right to reject such delivery. Partial deliveries can likewise be rejected by us.

3.7 In case of default of the supplier we shall be entitled to claim a contractual penalty of 0.5 % for each commencing week of the delay, however not exceeding 5 % of the order value. Such contractual penalty shall also apply if we have not reserved the right to assert a contractual penalty when accepting the performance. Any claims for further damage shall not be excluded by the contractual penalty.

4. Prices and Payment

4.1 The agreed prices shall be fixed prices and shall be inclusive of freight, packaging and other ancillary costs (e.g. proper packaging, transport costs including possible transport and liability insurance) free of charge to the receiving point designated by us.

Unless otherwise agreed in individual cases, the price shall include all and any services and ancillary services of the supplier (e.g. assembly, installation). Price increases shall only be permissible also for long-term supply contracts if an express agreement has been concluded to this effect.

4.2 Invoices shall be sent to us without delay after dispatch of the goods, separately for each order

and specifying the order number. VAT shall be stated separately in the invoice. Any invoices that are not issued in due form shall be deemed as not issued.

4.3 Unless otherwise agreed, payment shall be effected within 10 calendar days with 3 % discount, or within 30 days net, without any discount. The terms shall start with the receipt of the invoice or, if the delivery item is received after the invoice, with acceptance of the goods free from complaints, however, under no circumstances prior to the agreed delivery date.

4.4 Claims the supplier may have against us may only be assigned with our prior consent.

5. Material Defects and Defects of Title

5.1 The supplier will only deliver goods that have been and approved goods. He renounced therefore detailed incoming goods inspection with us. We shall inspect incoming goods insofar and as soon as this is course of business, and notify any defects discovered immediately after discovery. In this respect, the supplier waives the defence of delayed notification of defects.

5.2 We shall be entitled to the statutory rights in the event of material defects and defects of title without restriction. We shall be entitled to select the type of supplementary performance.

5.3 Should the supplier fail to comply with our request to correct the defect without delay, we shall be entitled in urgent cases, in particular to avoid acute danger or major damage, to correct the defect ourselves or have it corrected by a third party at the supplier's expense.

5.4 The statutory limitation periods shall apply. For parts of the delivery repaired or replaced within the limitation period, the limitation period shall begin to run anew from the time at which the supplier has completely fulfilled our claims for subsequent performance.

5.5 If costs are incurred by us on account of defects pertaining to the item delivered, including but not limited to transport, travelling, labour or material costs or costs of an incoming inspection exceeding the ordinary extent, the supplier shall bear these costs.

5.6 We are entitled to the rights of recourse of the company against the supplier in accordance with §§ 478, 479 BGB even if there is no sale of consumer goods.

5.7 If a material defect becomes apparent within six months of the passing of risk, it is presumed that the defect already existed at the time of the passing of risk, unless this presumption is incompatible with the nature of the item or the defect.

6. Product Liability and Quality Assurance

6.1 If a claim is made against us on the basis of the Product Liability Act or other regulations due to a product defect or if we suffer damage in connection with the delivery of a defective product in any other way, in particular due to a necessary recall damage in connection with the delivery of a defective product, in particular due to a necessary recall, retrofitting, etc., the supplier must indemnify us and compensate us for damages, if and insofar as the damage is caused by a defect in the contractual item delivered by the supplier. In cases of fault-based liability, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, he shall bear the burden of proof in this respect. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action. The supplier is obliged to take out adequate product liability insurance.

6.2 The supplier shall, according to type and scope suitable and state of the art quality assurance and documentation of all relevant data. In the event of a claim due to product liability, the supplier is obliged to provide us with appropriate documentation and records to enable us to provide evidence of a defective product.

7. Compliance

The supplier assures that all delivered products and materials comply with the valid national and international legal requirements, in particular the terms on RoHS, REACH, PFAS, PAH, the Supply Chain Due Diligence Act (LkSG), TSCA and conflict minerals. The supplier undertakes to proactively notify NAP immediately in writing of any

deviations from these legal requirements and to provide appropriate evidence of compliance with the valid provisions. Upon request, the supplier shall provide all necessary certificates, test reports and other documents and shall grant us or a third person authorized by us unrestricted access to its production facilities and business documents to verify compliance with these obligations.

8. Forms and Tools

8.1 We reserve all proprietary rights and copyrights to drawings, samples and similar information; they may only be made accessible to third parties with our prior consent. In any case, we claim the right of exclusive production of designs, drawings and tools produced for us for the corresponding articles.

Passing on and duplication of these documents as well as the tools, utilization and communication of their contents are not permitted unless expressly granted. Infringements shall result in compensation for damages.

8.2 All rights are reserved in the event that a patent is granted and for utility model registrations. The buyer warrants that the manufacture and delivery of items produced according to his specifications do not infringe the industrial property rights of third parties.

9. Property Rights, Confidentiality

9.1 The supplier shall ensure that the items delivered by him do not infringe any domestic or foreign intellectual property rights and guarantees that we are completely free and authorized under copyright law to use them and trade with them both domestically and abroad.

In the event of us being held liable by third parties for an infringement of domestic or foreign intellectual property rights relating to the items delivered the supplier shall indemnify and hold us harmless from and against all and any claims and damage incurred thereby.

9.2 All order documents as well as drawings, models, samples etc. remain our property and may not be passed on to third parties or otherwise used for the supplier's own purposes without our express consent. Be used for the supplier's own purposes. They must be secured by the supplier

against unauthorized inspection or use and, unless otherwise agreed, must be returned to us in proper condition at the latest with the delivery, be returned in proper condition with the delivery at the latest. The supplier may not retain any copies. There is no right of retention.

9.3 All technical data and other commercial or technical details that are not details that become known to the supplier through the business relationship with us must be kept secret by him. They may only be used by us in the execution of orders and made accessible to those employees whose involvement is necessary for the execution of the order.

10. Rights to work results

10.1 In the event of termination of development or subsequent series delivery by the supplier, we shall be entitled to continue delivery or development ourselves, on our own responsibility, or to have this carried out by third parties, without having to redevelop the subject matter of the contract concerned. In this case, the supplier is obliged to provide us with the necessary information and documents, unless this has already been done at this point in time. In the event that the supplier is unable to perform its services, a corresponding emergency plan must be drawn up and appropriate contact persons must be named.

10.2 We shall receive from the supplier a worldwide right of use to the development results, unlimited in time. The supplier shall provide us with complete documentation of the development object, which shall include in particular the hardware and software development (including source codes of the exclusively developed software components) of the control units. Software components that were not developed exclusively for us must be provided as libraries in the form of embeddable binary files and associated interface documentation (protection of intellectual property). Responsibility for these components remains with the supplier.

10.3 If, during the course of development within the scope of the agreement, findings are made or solutions are found which, at first glance, appear to contain a potentially protectable idea, the supplier shall notify us immediately, including any explanations required for us to apply for property rights protection.

10.3.1 If we do not wish to apply for property rights for a potentially protectable development result, we shall release the result to the supplier for the purpose of applying for property rights in the supplier's name and at the supplier's expense within a period of 3 months from the date of notification.

10.3.2 In the event that we have already filed an initial application, approval must be granted no later than 3 months before the expiry of the priority period for those countries for which we do not wish to file a subsequent application.

10.3.3 If we wish to relinquish a property right application or a property right, we shall offer this to the supplier at the cost of acquisition, maintenance, and transfer in good time before the application or property right expires. In this case and in the case of a property right application rejected by us, a non-exclusive, otherwise restricted right of use to the invention in question shall remain.

10.4 If we are the sole owner of the property rights registered in accordance with Section 10.2, we shall pay the inventor's remuneration in accordance with the provisions of the German Employee Inventions Act (Gesetz über Arbeitnehmererfindungen) when exploiting the invention.

10.4.1 The inventor's remuneration referred to in the preceding paragraph shall also cover any remuneration claims by employees of the supplier.

10.4.2 The supplier shall ensure appropriate compensation for any remuneration claims by employees internally.

10.4.3 Any claims by the supplier for payment of inventor remuneration shall be settled annually, with a deadline of two months after the end of the relevant year.

10.5 In the case of joint ownership of property rights, we and the supplier shall each independently ensure that their inventors receive inventor remuneration in accordance with the provisions of the German Employee Inventions Act (Gesetz über Arbeitnehmererfindungen) when the property rights are exploited.

10.6 We and the supplier shall inform each other immediately if we become aware of any actions by third parties that could constitute an infringement of property rights arising from the cooperation un-

der this agreement and in which we and the supplier are joint owners of the property rights. In the event of infringement of such property rights, hereinafter referred to as contractual property rights, by third parties, we and the supplier shall cooperate closely and provide each other with all reasonable and useful support in taking action against infringers.

10.6.1 We are not obliged to take legal action against infringers of contractual property rights. If we decide not to take legal action against infringers on the basis of contractual property rights, we will enable the supplier to take action against infringers on the basis of the contractual property rights in question, at the supplier's expense and on the supplier's behalf.

10.6.2 If we and the supplier take joint action against an infringer, we shall bear all costs for judicial and extrajudicial proceedings equally and shall also share any damages payments equally.

10.6.3 If one of the parties to this agreement takes action against infringers alone, it shall bear the costs incurred for this alone and shall receive any compensation alone.

11. Limitation of Liability

We shall be liable for intent and gross negligence. We shall only be liable for slight negligence in case of a breach of essential contractual obligations which go to the root of the contract or the breach of which endangers the fulfilment of the contractual purpose. Also in these cases damages shall be limited to the foreseeable damage. In other respects, in case of slight negligence damage claims asserted by the supplier shall be excluded, irrespective of the legal grounds thereof. The aforesaid limitation of liability shall not apply in case of injury to life, limb or health.

12. Place of Performance, Jurisdiction, Applicable Law

12.1 Place of performance for all and any liabilities arising out of the contract, in particular for delivery and payment, for both parties shall be the principal place of business of our company, or the place of performance stipulated by us.

12.2 The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its creation and effectiveness shall be the court responsible for the registered office of our company for both parties in the case of merchants. We may, at our discretion, also bring an action at the supplier's registered office.

12.3 The contractual relationship is subject to German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

13. Information on Data Protection in Accordance with the EU GDPR

Our company regularly checks your creditworthiness when concluding contracts and, in certain cases where there is a legitimate interest, also for existing customers. For this purpose, we work together with Creditreform Boniversum GmbH, Hammfelddamm 13, 41460 Neuss, from whom we receive the necessary data. For this purpose, we transmit your name and contact details to Creditreform Boniversum GmbH. The information pursuant to Art. 14 of the EU General Data Protection Regulation on the data processing taking place at Creditreform Boniversum GmbH can be found here: <https://www.boniversum.de/eu-dsgvo/informationen-nach-eudsgvo-fuer-verbraucher/>.