



General Purchasing Conditions

§ 1 Scope, form

(1) The present General Terms and Conditions of Purchase ("GPC") apply to the procurement of movable goods by ARX Robotics GmbH (including companies affiliated within the meaning of Sec. 15 ff. German Stock Corporation Act (AktG), collectively "**We**"/"**Us**"), regardless of whether the supplier manufactures these himself or purchases them from suppliers ("**contract products**").

(2) Our General Terms and Conditions also apply to similar future contracts with the same supplier, without us having to refer to them separately.

(3) These GPCs apply exclusively. General Terms and Conditions of the Supplier that deviate from, contradict or supplement these GPCs shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This consent requirement applies in any case, for example even if the supplier refers to his GPC in the context of his offers or his order confirmation and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order shall take precedence over the AfDB. In case of doubt, trade clauses must be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) Legally relevant declarations and notifications of the supplier in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing. **Written form within the meaning of these GPC includes written and textual form (e.g. letter, e-mail, fax).** Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

§ 2 Conclusion of contract

(1) Our requests do not constitute offers in the legal sense. A contract with the supplier shall only be concluded if we accept the supplier's offer by means of a written order confirmation. The Supplier shall confirm or reject our offer in writing within five (5) working days of receipt.

(2) The supplier must inform us of obvious errors (e.g. clerical and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance. If the supplier's offers deviate from our order, the supplier must expressly point out deviations in his offer.

(3) A late acceptance by the supplier, or one that deviates from our order, is considered a new offer and requires acceptance by us. Subject to different agreements, the supplier is bound to his offer for at least one month.



§ 3 Delivery time and delay in delivery

(1) The delivery dates agreed in accordance with the order are binding. If the delivery time is not stated in the order and is not otherwise agreed, it is two (2) weeks from the conclusion of the contract. Compliance with the delivery time is determined by the receipt of the contract products at our respective location, unless another delivery location has been agreed. The supplier is obliged to inform us immediately in writing if – for whatever reason – it is unlikely that it will be able to meet agreed delivery dates.

(2) Deviating delivery dates must be agreed individually. If we agree to a different delivery date, this shall not constitute a waiver of claims for delay in relation to the original delivery date, unless expressly agreed otherwise in writing.

(3) We are not obliged to accept premature deliveries. If we accept early deliveries, the due date of the purchase price is based on the agreed delivery date.

(4) If the supplier does not provide his service or does not provide it within the agreed delivery time or if he is in default, our rights – in particular to rescission and compensation – shall be determined in accordance with the statutory provisions. In the event of a right of withdrawal or termination to which we are entitled, we shall be entitled to limit the withdrawal or termination to partial performance. The provisions of section 3 subsection 5 remain unaffected.

(5) If the supplier is in default, we may – in addition to further statutory claims – demand a contractual penalty amounting to 1% of the net price per calendar week commenced, but not more than 5% of the net price of the product components delivered late. The contractual penalty will be credited against any claim for damages by us.

§ 4 Packaging

The supplier is obliged to pack the deliveries properly and securely during transport. In the event of delivery of the contract products in a packaging that does not correspond to the agreed packaging, we are entitled to either return the contract products at the supplier's expense or to demand compensation from the supplier for the additional expenses incurred and damages caused. Returned contract products shall be deemed not to have been delivered.

§ 5 Performance and delivery

(1) The supplier is not entitled to have the service owed by him performed by third parties (e.g. subcontractors) without our prior written consent. The supplier bears the procurement risk for its services unless otherwise agreed in individual cases (e.g. limited to stock).

(2) Unless otherwise agreed, the supplier shall deliver the contract products Delivered Duty Unpaid (DDU Incoterm) (for deliveries to recipients within the European Economic Area (EEA)) or Delivered Duty Paid (DDP Incoterm) (for deliveries to recipients outside the EEA) to the agreed shipping address, which in these cases is also the place of performance (delivery debt).



(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and number) and our order identifier (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding shipping notice with the same content must be sent to us.

(4) The risk of accidental loss and accidental deterioration of the contract products shall pass to us upon delivery at the place of performance. Until shipment, the contract products are to be stored free of charge and at the risk of the supplier. If acceptance is agreed, this shall be decisive for the transfer of risk. In the event of acceptance, the statutory provisions of the law on contracts for work shall also apply accordingly.

(5) The statutory provisions shall apply to the occurrence of our default of acceptance. However, the supplier must also expressly offer us his services if a specific or determinable calendar time is agreed for an action or participation on our part (e.g. provision of material). If we are in default of acceptance, the supplier may demand compensation for its additional expenses in accordance with the legal provisions (Sec. 304 German Civil Code (BGB)). If the contract relates to an unacceptable item to be produced by the supplier (individual production), the supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the non-cooperation.

§ 6 Changes

(1) Changes to the owed quality of the contract products require our prior written consent. If the supplier intends to make changes to the contract products that have no effect on the owed quality of the contract products (e.g. by using prefabricated components from another manufacturer), he must obtain our written consent in advance. We may request that audits be conducted within 7 (seven) days of receipt of the Change Notice to review the suitability of the modified Contract Products for further use. In this case, the supplier shall only be entitled to implement the change if the review has shown that the changed contract products are equally suitable.

(2) We may demand changes and additions to the contract products in construction and execution, insofar as this is reasonable for the supplier. The effects, in particular with regard to additional and reduced costs and delivery dates, must be regulated by mutual agreement. Such changes and additions require the text form.

§ 7 Prices and payment terms

(1) The agreed prices are binding.

(2) Unless otherwise agreed in the individual case, the price includes all services and ancillary services of the supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including possible transport and liability insurance).

(3) Payment shall be made after completion of the performance (or permissible partial performance) and after receipt of the proper invoice. Payment shall be made with a 3% (3%) discount within 14 days or net



within 30 days of performance and receipt of the proper invoice. In the event of default in payment, the Supplier's claim shall be interest-bearing at nine (9) percentage points above the applicable base rate; the assertion of a higher claim is not excluded.

(4) In the case of a bank transfer, payment is made in good time if our transfer order is received by our bank before the expiry of the payment period; we are not responsible for delays by the banks involved in the payment transaction.

(5) The invoice must comply with the applicable legal provisions and show the value added tax separately. The supplier shall submit the invoice to us in writing or electronically, in particular by naming the service rendered, the article number, the quantity, the unit price, the VAT identification number or tax number of the supplier and, if applicable, the separate VAT identification.

(6) We do not owe interest due. The statutory provisions apply to late payment.

(7) Payments made do not imply acceptance of the delivery as being in conformity with the contract.

(8) We are legally entitled to set-off and retention rights as well as the objection of the non-fulfilled contract. In particular, we are entitled to withhold payments due as long as we still have claims against the supplier from incomplete or defective services.

(9) The supplier has a right of set-off or retention only because of legally established, recognized or undisputed counterclaims.

§ 8 Confidentiality

(1) The parties undertake to treat confidentially all information, in particular technical and economic information of the other party or its affiliated companies (Sections 15 et seq. of the German Stock Corporation Act), which becomes known to them through the business relationships (hereinafter referred to as "**Confidential Information**"). Confidential information can also be information that does not meet the requirements of a business secret within the meaning of Section 2 subsection 1 of the Act on the Protection of Business Secrets ("GeschGehG") in individual cases. The obligation of secrecy shall also apply after the termination of the business relations between the parties.

(2) Disclosure of the business secrets of the parties to third parties may only take place with their respective written consent or on the basis of an effective administrative or judicial order. In the latter case, the party concerned by the injunction must first give the other party the opportunity to submit its observations on the injunction.

(3) A confidentiality agreement (e.g. *non-disclosure agreement*), which may be separately agreed between the parties, shall prevail. Legal regulations on the protection of secrecy remain unaffected.



§ 9 Reservation of title

(1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after completion of the contract.

(2) The above provision shall apply mutatis mutandis to materials and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects that we provide to the supplier for production. Such items are to be stored separately at the supplier's expense – as long as they are not processed – and insured against destruction and loss to a reasonable extent.

(3) Processing, mixing or combining (further processing) of provided items by the supplier is carried out for us. The same applies to further processing of the delivered contract products by us, so that we are considered the manufacturer and acquire ownership of the product at the latest with further processing in accordance with the legal regulations.

(4) The transfer of the contract products to us must take place unconditionally and without regard to the payment of the price. If, however, we accept an offer for transfer of title from the supplier conditional on payment of the purchase price in individual cases, the supplier's retention of title shall lapse at the latest upon payment of the purchase price for the delivered contract products. In the ordinary course of business, we remain authorized to resell the contract products even before payment of the purchase price with advance assignment of the resulting claim (in the alternative, the simple retention of title extended to resale). In any event, this excludes all other forms of retention of title, in particular extended, forwarded and extended retention of title for further processing.

§ 10 Quality control

(1) The supplier must comply with the agreed specifications and the current state of the art and the applicable safety regulations when manufacturing the contract products. In particular, contract products constituting production material shall comply with the regulatory approval requirements applicable to the production material, applicable safety requirements, testing requirements, environmental laws and regulations and labeling requirements.

(2) The supplier shall undertake to maintain an efficient quality management system to ensure compliance with the agreed specifications of the contract products and to enable their traceability in the supply chain.

(3) The Supplier undertakes to inform us without delay, and at the latest within 24 hours, (i) as soon as the Supplier detects problems in the manufacturing process which could affect the product quality or lead to production or delivery delays, (ii) if the Supplier detects a defect in the delivered contract products which endangers the marketability of the contract products or represents a safety risk, (iii) if the Supplier is legally obliged to inform the competent authorities due to a problem with the contract products.



§ 11 Defective delivery

(1) Our rights in the event of material defects and defects in title of the contract products (including incorrect and short delivery as well as improper assembly/installation or defective instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions in accordance with this Clause 11.

(2) In accordance with the statutory provisions, the supplier shall be liable in particular for the contractual products having the agreed quality when the risk passes to us. In any event, the agreement on the quality shall be deemed to be those product descriptions which – in particular by designation or reference in our order – are the subject of the respective contract or have been included in the contract in the same way as these GPCs. It makes no difference whether the product description comes from us, the supplier or the manufacturer.

(3) Data processing contract products are to be delivered free of malware and must comply with the requirements of Art. 25 General Data Protection Regulation (GDPR) (privacy by design/default). In the case of contract products containing digital elements or other digital content, the supplier shall be liable for the provision and updating of the digital content necessary to maintain the conformity of the digital product during the expected life of the contract product.

(4) The statutory provisions (Sec. 377, 381 German Corporate Code (HGB)) apply to the commercial duty of inspection and notification with the following proviso: Our duty to inspect incoming goods is limited to obvious defects on arrival of the contract products at our respective location. We are not obligated to unpack delivered contract products or to carry out random checks. The notification of a defect shall in any case be deemed to be immediate and timely if it is made within seven (7) working days from discovery or, in the case of obvious defects, from delivery. Furthermore, we complain of defects as soon as they are determined in accordance with the conditions of the proper course of business. In this respect, the supplier waives the objection of the delayed notice of defects.

(5) The subsequent performance also includes the removal of the defective contract products and the reinstallation, provided that the contract products according to their nature and purpose of use were installed in another thing or attached to another thing before the defect became apparent; our statutory claim for compensation of corresponding expenses (removal and installation costs) remains unaffected. The supplier shall bear the expenses necessary for the purpose of testing and subsequent performance, in particular transport, travel, labor and material costs as well as, if necessary, removal and installation costs, even if it turns out that there was no actual defect. Our liability for damages in the event of an unjustified demand for rectification of defects remains unaffected; however, we shall only be liable if we have recognized or grossly negligent not to have recognized that there was no defect.

(6) Without prejudice to our legal rights and the provisions in subsection 4, if the supplier does not fulfill its obligation to remedy the defect – at our discretion by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we can remedy the defect ourselves and demand from the supplier reimbursement of the expenses required for this or a corresponding advance. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to special urgency, endangering operational safety or imminent occurrence of disproportionate damage), there is no need to set a deadline; we will inform the supplier immediately, if possible in advance, of such circumstances.



(7) Otherwise, in the event of a material or legal defect, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses according to the legal regulations.

§ 12 Supplier recourse

(1) In addition to the claims for defects, we are entitled to our legally determined claims for expenses and recourse within a supply chain (supplier recourse according to Sec. 445a, 445b German Civil Code (BGB)) without restriction. In particular, we are entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement) that we owe to our customer in individual cases; in the case of contract products with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our statutory right to vote (Section 439 Paragraph 1 German Civil Code (BGB)) is not restricted by this.

(2) Before we recognize or fulfill a defect claim asserted by our customer (including reimbursement of expenses according to Sec. 445a Paragraph 1, 439 Paragraph 2, 3, 6 S. 2, 475 Paragraph 4 German Civil Code (BGB)), we will notify the supplier and ask for written comments with a brief description of the facts. If a substantiated statement is not made within a reasonable period of time and no mutually agreed solution is reached, the claim for defects actually granted by us shall be considered owed to our customer. In this case, the supplier shall be responsible for providing proof to the contrary.

(3) Our claims from supplier recourse shall also apply if the defective contract products have been connected to another product or further processed in any other way by us, our customer or a third party, e.g. by installation, attachment or installation.

§ 13 Liability and indemnification

The Supplier shall be liable in accordance with the statutory provisions in accordance with the following provisions:

(1) If the supplier is responsible for product damage, he shall indemnify us against third-party claims insofar as the cause is in his area of control and organization and he is liable in external relations.

(2) Within the scope of its obligation to provide exemption pursuant to section 13 subsection 1, the supplier shall reimburse expenses arising from or in connection with a claim by third parties. If the supplier delivers defective contract products and we therefore carry out a recall of products in which the relevant contract products have been incorporated on the basis of legal provisions or in coordination with authorities, he shall indemnify us against all liabilities, costs, damages, losses, claims and expenses (including court and legal costs) arising from or attributable to the recall. This does not apply if he is not responsible for the delivery of the defective production material. We will inform the supplier – as far as possible and reasonable – about the content and scope of recall measures and give him the opportunity to comment. Further statutory claims remain unaffected.



(3) The supplier shall have product liability insurance with a flat-rate coverage of at least one (1) million EUR per personal injury/property damage.

§ 14 Limitation period

(1) The mutual claims of the parties to the contract shall become statute-barred in accordance with the statutory provisions, unless otherwise specified below.

(2) By way of derogation from Sec. 438 para. 1 no. 3 German Civil Code (BGB), our claims for defects of the contract products expire (i) 24 months after the end customer has accepted the end product (containing the contract product) or (ii) 36 months after delivery of the contract product to us, depending on what occurs earlier. If acceptance is agreed, the limitation period begins with the acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, whereby the statutory limitation period for material claims for restitution by third parties (Sections 438, Paragraph 1, No. 1, 650 German Civil Code (BGB)) shall remain unaffected; claims arising from defects of title shall in no case become time-barred as long as the third party is still able to assert the right against us, in particular in the absence of a limitation period. The statutory limitation period for recourse claims under section 13 shall also remain unaffected.

(3) Upon receipt of a notification of defect from us to the supplier, the limitation period in respect of this defect is suspended until the conclusion of supplementary performance or the rejection of the defect by the supplier.

(4) For newly delivered or repaired parts, the warranty period begins with the termination of the repair or, if acceptance is agreed, with the acceptance.

(5) The limitation periods of the sales law including the above extension apply – to the legal extent – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sec. 195, 199 German Civil Code (BGB)) applies, unless the application of the limitation periods of the sales law in individual cases leads to a longer limitation period.

§ 15 Force majeure

(1) War, civil war, epidemics or pandemics as well as export restrictions or trade restrictions due to a change in political circumstances, which make the performance of the contract impossible or economically unreasonable for one of the parties, shall be considered force majeure and exempt the party from the affected contractual obligations for the duration of its existence. The parties to the contract undertake to adapt their obligations to the changed contractual relationships in good faith to the extent possible and economically feasible. Insofar as the force majeure is of a not insignificant duration, i.e. lasts at least three (3) months, we are entitled to withdraw from the contract or to terminate it.



(2) Force majeure also exists in the event of strikes, lockouts, operational disruptions, operational restrictions and similar events, which make the performance of the contract impossible or economically unreasonable for us.

§ 16 Export control and sanctions

(1) Each Party undertakes to act in accordance with all applicable export regulations and acknowledges that any derogation/infringement in respect of such export regulations is prohibited. The supplier shall ensure that its supply chain and customers comply with the export regulations when trading in the supplier's supplies.

(2) The Supplier shall obtain all necessary authorizations for the delivery at its own expense.

(3) Each Party undertakes to make available to the other Party any declarations or certificates necessary to obtain and comply with the necessary authorizations. In addition, the supplier provides us with all information on export control, in particular the classification and any existing authorizations within the supply chain.

(4) In case of refusal or revocation of an authorization, we have the right to withdraw from the contract. If we make use of this right, the contract will be rescinded in accordance with the statutory provisions. The confidentiality obligations remain unaffected.

(5) Each party warrants to the other party at the time of signing this Agreement that it is not a sanctioned person. If, at any time after the signature of the Agreement, a Party is sanctioned or the performance of a Party's contractual obligations constitutes a violation of the export provisions (a "sanctioning event"), the affected Party shall promptly notify the other Party and the Parties shall consult each other to limit the effects of such a sanctioning event to the extent permitted by the applicable provisions. These consultations shall not prevent the parties from suspending their contractual obligations without liability.

§ 17 Compliance with legal regulations, compliance

(1) The Supplier shall comply at its own expense with all applicable national, European and international laws and regulations in connection with the delivery and other services, in particular with regard to environmental protection including energy, health and safety at work, anti-corruption, anti-terrorism, human rights, product safety, war weapons control and data protection, in the current version at its own expense.

(2) The supplier also guarantees compliance with all legal regulations by the subcontractors, subcontractors and own suppliers of the supplier.



§ 18 Data protection

(1) The supplier shall ensure compliance with Regulation (EU) 2016/679 (General Data Protection Regulation) and other applicable legal requirements for the processing of personal data.

(2) If the supplier becomes aware of or suspects unauthorized access, unauthorized use of data and/or IT systems of the supplier, the supplier must notify us immediately in writing (including a comprehensive description of the incident or suspicion). In such a case, the Supplier shall take all appropriate measures that a diligent Supplier would take to protect its data and/or IT systems and data and/or IT systems from us.

§ 19 Choice of law and jurisdiction

(1) The law of the Federal Republic of Germany shall apply to these GPC and the contractual relationship between us and the supplier, excluding uniform international law, in particular the UN Sales Law.

(2) If the supplier is a merchant within the meaning of the Commercial Code, a legal person under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Munich. The same applies if the supplier is an entrepreneur within the meaning of Sec. 14 German Civil Code (BGB). In all cases, however, we are also entitled to bring legal action at the place of performance of the delivery obligation in accordance with these GPC or a priority individual agreement or at the general place of jurisdiction of the supplier. Priority statutory provisions, in particular on exclusive competences, remain unaffected.

(3) Should individual provisions of these GPC and the other agreements concluded be or become ineffective in whole or in part, the effectiveness of the remaining provisions shall not be affected. In this case, the parties already agree to replace the ineffective provision with an effective provision that comes as close as possible to its economic purpose. The same applies to any loopholes in the agreements.

(4) All amendments and additions to this framework supply contract or an order contract shall be agreed in writing in the legal form.