

GENERAL TERMS AND CONDITIONS OF PURCHASE

of AIP Innenprojekt GmbH ("AIP")

Revision date: 22 June 2026

1. Scope of the General Terms and Conditions of Purchase

1.1. These General Terms and Conditions of Purchase apply to all contracts with suppliers acting in the course of their business concluded by AIP Innenprojekt GmbH ("AIP") on or after 22 June 2026 and whose principal subject matter is the supply of goods, materials, components, furniture, machinery, tools, software and/or the performance of works for AIP. This includes, in particular, supplies and services relating to interior fit-out, shopfitting, contract fit-out, furniture construction, drywall construction, finishing trades, installation, surface treatment, technical installations and other project-related supply, manufacturing and works services. The provisions of these General Terms and Conditions of Purchase apply equally to supplies and works; unless expressly differentiated, a contract for works shall be deemed a "Contract" and the works shall be deemed "Goods" for the purposes of these General Terms and Conditions of Purchase. Any additional obligations assumed by the Supplier, in particular consultancy, planning, measurement, documentation, installation, coordination, commissioning or service obligations, shall not affect the applicability of these General Terms and Conditions of Purchase.

1.2. Any terms and conditions of the Supplier that conflict with or deviate from these General Terms and Conditions of Purchase shall not bind AIP, even if AIP does not expressly object to them or receives, formally accepts or pays for performance. AIP shall likewise not be bound insofar as the Supplier's terms and conditions, irrespective of their content, deviate from statutory provisions or from these General Terms and Conditions of Purchase. Any deviation from these General Terms and Conditions of Purchase shall be effective only if expressly confirmed by AIP in writing.

2. Conclusion of the Contract

2.1. Before conclusion of the Contract, the Supplier shall notify AIP in writing if the Goods to be supplied or the works to be performed are not fully suitable for the intended use communicated to the Supplier or contemplated by the Contract, if special safety, fire-protection, health, environmental, building-regulatory, occupational-safety or hazardous-substances regulations must be observed in connection with handling, processing, installation, use or disposal, or if the Goods or works may involve particular risks, atypical types of damage or unusually high potential losses of which the Supplier is aware or ought to be aware. This applies in particular to construction materials, wood-based materials, surface materials, paints, adhesives, fittings, glass, metal, electrical, sanitary and furniture elements, machinery and tools, as well as to services intended for interior fit-out, contract fit-out, shopfitting, hotel, office, commercial or ship-interior

projects. The same applies where statements contained in advertising, brochures, technical data sheets, test certificates, certificates, sample-approval documents or other declarations of the Supplier, or declarations of third parties known to the Supplier, are not fully complied with.

2.2. Offers by the Supplier shall be made in writing. If the Supplier's offer deviates from AIP's enquiry, Purchase Order, specification, drawing, sample approval, scope of services or other requirement, the Supplier shall expressly, clearly and separately identify each such deviation.

2.3. All orders, including in particular orders initiated by employees of AIP, shall become effective exclusively by means of AIP's written "Purchase Order". The Contract shall be concluded if, within fourteen (14) calendar days from the date of the written Purchase Order, the Order Acceptance sent by AIP to the Supplier is received by AIP without substantive changes and duly signed with legally binding effect by the Supplier, or if the Supplier accepts the Purchase Order by conduct. No Contract shall be concluded if the Supplier objects in writing that the Purchase Order sent by AIP does not in every respect correspond to the Supplier's declarations, specifies the deviations in writing, and the objection is received by AIP no later than seven (7) calendar days after receipt of the Purchase Order. The actual receipt of Goods and/or formal acceptance of works, payment therefor or any other conduct or silence on the part of AIP shall not give rise to any legitimate expectation on the Supplier's part that a contract deviating therefrom has been concluded.

2.4. AIP's written Purchase Order shall be decisive for the scope of the entire contractual content, even if it deviates in any respect from declarations made by the Supplier, including in particular with regard to the exclusive applicability of these General Terms and Conditions of Purchase. Drawings, plans, measurement documents, bills of quantities, parts lists, material approvals, sample approvals, surface specifications, execution details, schedules and quantity, dimension and weight information accompanying the Contract shall be binding.

2.5. Any curtailment of AIP's statutory rights or of the rights set out in these General Terms and Conditions of Purchase, including in particular any limitation or exclusion of statutory warranty rights, guarantees, undertakings, rights of withdrawal, damages, retention, inspection or formal acceptance, shall in every case require AIP's express written confirmation.

2.6. Order confirmations issued by the Supplier shall have no effect without any objection by AIP being required. In particular, neither the actual receipt of Goods and/or works, payment therefor, formal acceptance thereof nor any other conduct or silence on the part of AIP shall give rise to any legitimate expectation on the Supplier's part that its order confirmation will be recognised as effective.

2.7. Employees, representatives or other agents of AIP are not authorised to waive the requirement that the Order Acceptance duly signed with legally binding effect by the Supplier be received by AIP in due time, or to make undertakings differing in substance, unless expressly confirmed by AIP in writing.

2.8. Following conclusion of the Contract, AIP shall be entitled, against reimbursement of the Supplier's reasonable expenses demonstrably incurred as a result, to amend the requirements for the Goods and/or works to be supplied or to cancel the concluded Contract in part. In the event of partial cancellation, the Supplier shall also be reimbursed for any proportionate profit demonstrably lost as a result. In respect of works, Section 648 of the German Civil Code (BGB), as amended from time to time, shall continue to apply.

2.9. Amendments to the concluded Contract may be made by means of an AIP Purchase Order modifying the Contract and the Supplier's subsequent Order Acceptance in accordance with Clause 2.3. Any other amendment to the concluded Contract shall always require written confirmation by AIP.

2.10. Where statutory approvals, permits, registrations, entries in official registers, professional qualifications or other public-law requirements are necessary for the supply or works owed by the Supplier, their existence shall be a mandatory prerequisite for the conclusion, validity and performance of the Contract. This applies in particular to entries in the German Register of Crafts and Trades (Handwerksrolle) or in the register of permit-free crafts or craft-like trades, trade-law notifications and permits, master-craftsman, practice or exemption authorisations, official approvals, construction-, electrical-, sanitary-, painting-, carpentry-, drywall-, scaffolding-, installation-, fire-protection- or other trade-specific authorisations and, where applicable, permits under the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz), residence and work permits, prequalifications and registrations with the relevant employers' liability insurance association. Before conclusion of the Contract, the Supplier shall inform AIP in writing, without being requested to do so, if any such requirement is absent or not fully satisfied. If a required prerequisite is absent, the Contract shall not validly come into existence; alternatively, AIP shall be entitled to terminate the Contract in whole or in part without setting a further period for performance, or to withdraw from the Contract, and to claim compensation for all losses, damages and expenses arising therefrom.

3. Obligations of the Supplier

3.1. The Supplier shall perform all obligations incumbent upon it under the Contract and these General Terms and Conditions of Purchase and, additionally, under the ICC rules governing the agreed Incoterms® 2020 and applicable statutory provisions, in due time, in full, professionally and free from defects. This includes in particular supplying the

Goods specified in AIP's written Purchase Order and/or performing the works in the agreed type, quantity, quality and execution and by the agreed date. Guarantees granted and other undertakings given by the Supplier shall be fulfilled without requiring separate written confirmation. The Supplier shall furthermore ensure compliance with all applicable requirements relating to minimum wages, posting of workers, occupational health and safety, social standards and tax, customs, environmental, trade, craft and compliance obligations.

3.2. Without AIP's express written consent in each individual case, the Supplier may not transfer or subcontract, in whole or in part, the performance obligations owed by it to AIP to sub-suppliers, subcontractors or other third parties where this may have legal or factual effects on the contractual relationship with AIP. If AIP grants its consent, the Supplier shall remain responsible for the selection, management, coordination, quality, compliance with deadlines and conduct of such third parties as for its own conduct. The Supplier shall require such third parties to comply with all contractual obligations, in particular these General Terms and Conditions of Purchase and all required approval, registration and permit requirements.

3.3. Irrespective of any other notification obligations, the Supplier shall give AIP reasonable advance written notice of the forthcoming delivery or works and shall inspect the Goods and, where possible, the results of its works before handover or formal acceptance to the same extent as AIP would be obliged to conduct an incoming-goods inspection or acceptance inspection. The result of the inspection shall be recorded in writing and sent to AIP upon request. In all cases, and irrespective of any incoming-goods inspection incumbent upon AIP, the Supplier shall verify compliance with the agreed quantity, type, dimensions, execution, surfaces, packaging, labelling and project allocation, and shall verify that there are no readily detectable defects in quality or title.

3.4. Transport and safekeeping of the Goods and/or works until taken over by AIP shall be the Supplier's sole responsibility. In particular, the Supplier shall be responsible vis-à-vis AIP for ensuring that the Goods and/or works are packaged appropriately for transport, protected against damage, moisture, contamination, warping, scratches, corrosion and other adverse effects, safely loaded and transported using suitable means of transport. The Supplier shall comply with the shipping, packaging, marking, construction-site, premises, storage and delivery requirements referred to in AIP's Purchase Order. Agreement on other delivery terms shall only result in a different allocation of transport and transport costs and shall not otherwise alter the provisions of this paragraph.

3.5. The Supplier shall be responsible vis-à-vis AIP for ensuring that the Goods and/or works satisfy all requirements applicable to their provision, processing, installation, use and marketing in Germany and at the respective project or place of use. This includes in particular product-safety, building-regulatory, fire-protection, emissions, hazardous-

substances, occupational-safety, environmental, waste, machinery, electrical, craft and other technical requirements, as well as the applicable DIN, EN, ISO and VDE standards and generally accepted rules of technology. The Supplier shall inform AIP in writing and in due time of all characteristics that may be relevant to planning, measurement, manufacture, assembly, installation, use, maintenance, fire protection, sound insulation, hygiene, surface quality, cleanability, durability or disposal. For supplies and services intended for shipbuilding or building construction, the Supplier shall also comply with applicable project-specific requirements, official requirements, classification, fire-protection, IMO/MED, CE, construction-product and other approval requirements to the extent applicable under the Purchase Order, specification or intended use. Missing, incomplete or inaccurate evidence, test certificates, approvals, registrations, certificates or technical documents shall constitute a material defect.

3.6. The Supplier shall perform its obligations in due time and shall in particular deliver the Goods and/or works, unloaded, to AIP at the delivery address specified in AIP's written Purchase Order or, if no such address is specified, at AIP's establishment in Limbach-Oberfrohna, Germany. Only personnel in AIP's goods-receiving and warehouse departments and project managers designated by AIP are authorised to receive the Goods. For works performed at a project, property or construction site, the safety, access, coordination and conduct rules applicable at that site shall apply.

3.7. Subject to any further undertakings, the Supplier shall deliver or perform newly manufactured Goods and/or works of the agreed type and quantity, in the agreed quality and execution, packaging, labelling and marking. The Goods and/or works must comply with statutory provisions, applicable technical rules, the Purchase Order, specifications, drawings, sample approvals, material approvals, measurement documents and project requirements. In particular, the Supplier warrants that the Goods and/or works are free from deviations capable of impairing normal use, economic value, visual quality, dimensional accuracy, installability, durability, fire-protection or sound-insulation characteristics or the intended purpose communicated to the Supplier. The Supplier shall furthermore provide AIP with all required operating, installation, maintenance, care and user instructions, safety data sheets, technical documentation, test certificates, certificates, declarations of conformity and other documents in German and, where required for the relevant project, additionally in English. If the Goods or works require further specification, the Supplier shall request AIP in writing and in due time to exercise its right of specification. Partial deliveries and separate partial invoicing shall be permitted only with AIP's prior written consent.

3.8. The Supplier warrants that, at the time of delivery or formal acceptance, the Goods, works, documentation or other work products are free from any third-party claims or rights, in particular rights arising from ownership, security interests, industrial property rights, copyrights, design rights, trademark rights or other intellectual property rights,

that could impair unrestricted use, further processing, installation, sale or utilisation by AIP or its customers in Germany or abroad.

3.9. The Supplier shall provide AIP in Limbach-Oberfrohna, Germany, completely and in due time, with any supplier declarations, proofs of origin, customs certificates, certificates of conformity, CE declarations, construction-product documentation, fire-protection, sound-insulation, emissions, hygiene, test and approval documentation requested by AIP. The Supplier shall also inform AIP without being requested if it becomes aware of any import, export, embargo, sanctions or other restrictions concerning the Goods or works supplied. Agreement on other Incoterms clauses or other delivery terms shall only result in a different allocation of transport and transport costs and shall not otherwise alter the provisions of this paragraph.

3.10. Each delivery shall be accompanied by a delivery note on which the purchase order number of AIP's Purchase Order is clearly highlighted. Invoices, delivery notes and shipping documents must correspond to the information in AIP's Purchase Order, comply with all statutory requirements and be sent separately by post and additionally electronically to AIP, in particular to Rechnung@aip-innenprojekt.de. Invoices must in particular state the purchase order number, Purchase Order date, the Supplier's tax number or VAT identification number, project reference, service or item number and, where known, the name of the responsible AIP contact person. Agreed partial or residual deliveries shall be identified as such in the delivery note and invoice.

3.11. Exact compliance with agreed dates, deadlines, construction periods, installation windows and milestones is a material obligation of the Supplier. AIP shall be entitled to determine the timing of delivery or performance within agreed periods. The Supplier may rely on technical issues not having been clarified in due time or on a failure by AIP to cooperate only if it has first requested AIP in writing and in due time to provide the required clarification or cooperation and has pointed out the impending consequences. Delays in delivery or performance shall be notified to AIP in writing immediately upon becoming apparent, stating the reasons and a new binding date; the new date shall constitute a fixed date within the meaning of Section 376 of the German Commercial Code (HGB). If deliveries or services are not made or performed on time, AIP's claims for performance shall continue without any special notice being required. The Supplier shall have no right to perform outside agreed dates or periods unless AIP has consented thereto in writing in the individual case.

3.12. Agreed penalties, contractual penalties and/or lump-sum damages shall be payable in addition to the agreed performance, shall not exclude claims for further losses or damages and may be claimed by AIP even where the delivery or service has been received or formally accepted without reservation.

3.13. Any statutory rights of the Supplier to retain or suspend performance owed by it or to raise defences or counterclaims are excluded unless the Supplier's counterclaim

against AIP is due and undisputed or has been finally adjudicated, or unless AIP materially breaches due obligations arising from the same contractual relationship despite written warning and has not offered adequate security.

3.14. The Supplier shall use environmentally friendly and recyclable packaging material and, insofar as packaging material and Goods and/or works supplied by it are subject to special waste-law requirements and disposal is not otherwise ensured, shall collect them at its own expense from the delivery address specified in AIP's written Purchase Order or, if no such address is specified, from AIP's establishment in Limbach-Oberfrohna, or arrange for their return by third parties. Irrespective of statutory provisions, the Supplier shall, at its own expense, carry out or otherwise ensure the reuse, material recycling or other prescribed disposal of the Goods and/or works supplied and the packaging and shall provide evidence thereof to AIP upon request.

3.15. The Supplier shall comply in full with the statutory obligations under the German Posted Workers Act (Arbeitnehmer-Entsendegesetz), the German Minimum Wage Act (Mindestlohngesetz) and all other applicable labour, social-security, tax, residence and occupational-safety provisions and shall ensure that contractors, subcontractors and other third parties engaged by the Supplier to fulfil contractual obligations owed to AIP do likewise. AIP shall be entitled to request appropriate evidence.

3.16. Throughout the term of the Contract, the Supplier warrants the uninterrupted existence and validity of all statutory approvals, permits, registrations, entries and qualification certificates required for its activities. This applies in particular to entries in the German Register of Crafts and Trades (Handwerksrolle), the register of permit-free crafts or craft-like trades, trade notifications, master-craftsman or practice authorisations, official permits, registrations with the relevant employers' liability insurance association, prequalifications, temporary-employment permits and other public-law requirements. The Supplier shall provide AIP with such evidence before commencement of performance and, upon request, immediately at any time. Any lapse, restriction or absence of a required prerequisite shall be notified to AIP immediately in writing and, without prejudice to any further rights, shall entitle AIP to order an immediate stop to performance, terminate the Contract, withdraw from the Contract and claim all losses, damages and expenses.

4. Obligations of AIP

4.1. AIP shall pay the agreed price. Payment shall be made, subject to subsequent invoice verification, at AIP's option by bank transfer to a bank account designated by the Supplier.

4.2. The Supplier's claim for payment shall arise only after the Goods and the documents owed have been delivered to AIP in full and in conformity with the Contract and the works have been fully formally accepted. Without prejudice to any further statutory defences, payment shall, at AIP's option, be due within fourteen (14) days

subject to a 3% cash discount, within twenty-one (21) days subject to a 2% cash discount, or within thirty (30) days net. The payment period shall not commence before AIP has received a proper and verifiable invoice.

4.3. Unless expressly agreed otherwise, the price shall cover all services of the Supplier, including all ancillary services and incidental costs, in particular packaging, transport, insurance, documentation, taxes, duties, fees and bank charges. Any increase in the agreed price after conclusion of the Contract is excluded unless AIP has expressly consented in writing to an adjustment in advance. Where, by way of exception, a price-escalation or adjustment clause has been agreed, any price increase shall require that it is based on unforeseeable changes in price-forming factors occurring after conclusion of the Contract and beyond the Supplier's control, is substantiated as to amount and reasonable, and has been notified to AIP in writing in due time.

4.4. Third parties not involved in the conclusion of the Contract shall not be entitled to demand payment. The Supplier shall remain the authorised recipient of payment even if it assigns claims under the Contract to third parties, unless AIP has expressly consented in writing to a different payment arrangement.

4.5. AIP's statutory rights to reduce the price, set off claims, exercise rights of retention, suspend its own performance and/or raise defences or counterclaims shall not be restricted by these General Terms and Conditions of Purchase and shall be available to AIP, without prejudice to any further statutory rights, even where cash-payment clauses have been agreed. Without prior notice to the Supplier being required, AIP shall be entitled to suspend obligations incumbent upon AIP for as long as, in AIP's view, there is concern that the Supplier will fail to perform in whole or in part in accordance with the Contract its obligations arising from the present Contract or another contract concluded with AIP that has not yet been fully performed. AIP shall also be entitled to set off, retain, raise defences or bring counterclaims where AIP acquired the claim against the Supplier by assignment or is otherwise authorised to collect it, where the claim against the Supplier has arisen but is not yet due, or where a different currency or an exclusive court or arbitral jurisdiction has been agreed for the claim against the Supplier, to the extent permitted by law.

4.6. AIP shall not be obliged to render any performance that is not set out in AIP's written Purchase Order or in these General Terms and Conditions of Purchase.

4.7. AIP's taking over of the Goods and/or works shall be subject to the reservation that the Goods and/or works are in every respect free from defects in accordance with the Contract, these General Terms and Conditions of Purchase and applicable statutory provisions.

5. Material Defects and Defects in Title

5.1. In addition to material defects as defined by law, any deviation from the agreed quantity, quality, characteristics, execution, dimensional accuracy, surface quality, function, installability, durability or fitness for use, as well as any deviation from advertising statements, technical data sheets, samples, sample approvals, drawings, descriptions, markings, test certificates or statutory requirements, in particular product, building, fire-protection, safety, craft, trade or environmental requirements, shall constitute a material defect within the meaning of Section 434 BGB and/or Section 633 BGB, unless AIP's written Purchase Order records a different agreement or the Supplier proves that AIP had actual knowledge of the material defect when the Contract was concluded and expressly consented to accepting the defective Goods and/or works. A material defect shall also exist where the Goods or works give rise to product-liability, building-regulatory, fire-protection or other public-law claims or risks for the benefit of third parties, or where required approvals, registrations, permits, certificates, test certificates or other evidence are missing. Approval by AIP of samples, specimens, drawings, calculations, sample approvals or other technical documents shall not constitute knowledge of a defect and shall not release the Supplier from responsibility for the quality and defect-free condition of the Goods and/or works. Subject to Clause 3.8, the existence of defects in title shall otherwise be determined in accordance with Section 435 BGB or Section 633(3) BGB; the relevant point in time shall be delivery or formal acceptance.

5.2. The Supplier's confirmation of characteristics, properties, suitability, technical values or fire-protection, sound-insulation, emissions, dimensional, surface or durability requirements requested by AIP shall at the same time constitute an unconditional and unrestricted guarantee by the Supplier within the meaning of the law, unless the Supplier has informed AIP in writing that it is unable to assume such guarantee. The same applies to references by the Supplier to generally recognised standards, quality marks, certificates or other declarations that the Goods and/or works possess a specified characteristic or are suitable for a specified purpose. In the case of subsequent transactions concerning the same Goods and/or works, such confirmations, references and declarations shall continue to apply without requiring specific repetition.

5.3. Except in the case of completely obvious material defects, AIP's duty to inspect the Goods shall commence only when AIP processes, installs or uses the Goods, but no later than three (3) months after delivery to AIP. The duty to inspect shall apply only to typical factual deviations in the type, quantity, quality, dimensional accuracy, packaging and obvious condition of the delivered Goods and shall be satisfied by applying an inspection method customary at AIP and limiting the inspection to samples. In the case of successive or partial deliveries, inspection of individual deliveries shall suffice. AIP shall not be required to engage external experts. AIP shall not be obliged vis-à-vis the Supplier to inspect the Goods for compliance with legal requirements or for defects in title. If the Supplier delivers late, the duty to inspect shall not apply insofar as a

reasonable period for inspection is no longer available as a result of the late delivery. If the Supplier carries out remedial performance in respect of a notified material defect, the duty to inspect shall not apply until AIP has received written notice from the Supplier that the remedial performance has been completed. No independent duty to inspect shall apply to works to be performed by the Supplier that are not governed by sales law.

5.4. Completely obvious material defects shall be notified within five (5) working days after delivery of the Goods to AIP, and material defects identified by the inspection shall be notified within ten (10) working days after completion of the inspection. Material defects not identified by the inspection shall be notified within fifteen (15) working days after the material defect and the Supplier's responsibility have been definitively established, and in any event no later than expiry of the limitation period. If the Supplier knew or ought to have known of the material defect, AIP shall have no duty to notify. Otherwise, notice shall be addressed to the Supplier or its acting representative. The notice need only identify the material defect in general terms; no further particulars as to the nature of the material defect or the extent of the affected Goods shall be required. The Supplier shall, where necessary, request further information from AIP in writing. Defects in title and defects in works not governed by sales law may be notified at any time without observance of any period.

5.5. Without prejudice to any further contractual or statutory claims, including in particular claims under the applicable recourse provisions, AIP shall be entitled, in accordance with these General Terms and Conditions of Purchase, to the remedies set out in Clause 5.6 if the Goods and/or works are defective within the meaning of these General Terms and Conditions of Purchase at the time the periods specified in Clause 5.4 begin to run, unless the Supplier proves that the defect was caused after AIP took over the Goods and/or works and is attributable solely to AIP's sphere of responsibility. AIP's remedies shall not be restricted if AIP takes measures to remedy or reduce material defects and such measures are carried out properly.

5.6. In respect of Goods and/or works defective under these General Terms and Conditions of Purchase, AIP shall be entitled, without restriction, to exercise the statutory remedies and any non-contractual claims against the Supplier and, in addition, to withhold payment of the purchase price up to three times the expected rectification costs until the complaint has been finally resolved. AIP shall not be obliged first to demand remedial performance or to afford the Supplier an opportunity to provide remedial performance, but shall, to the extent permitted by law, be immediately entitled by reason of the defect to reduce the price, withdraw from the Contract, carry out self-remedy, procure substitute performance and/or claim damages. AIP may reject excess quantities in whole or in part without any defect notice being required. In all other respects, the provisions on withdrawal in Clause 6.1 and damages in Clause 6.2 shall also apply to defective Goods and/or works. Goods made available to or segregated for the Supplier shall be collected from AIP within ten (10) calendar days. Returns shall be

at the Supplier's cost and risk. In the event of withdrawal, AIP shall only be required to surrender or compensate for benefits actually remaining with AIP after deduction of all expenses caused by the defect; no compensation shall be payable for benefits not obtained. In the case of defects that are not completely obvious, AIP shall furthermore be entitled, irrespective of any other claims and irrespective of fault on the part of the Supplier, to reimbursement of expenses incurred by AIP during the period between delivery of the Goods and/or works and remedy of the defect, including attributable overheads, and to reimbursement of expenses that AIP reimburses to its customers or other third parties, provided that such expenses result from material defects or defects in title attributable to the Supplier and the underlying obligations of AIP were not assumed after AIP became aware of the defect. The Supplier shall additionally pay AIP an administrative charge of EUR 150.00 plus statutory VAT for each justified material defect or defect in title.

5.7. The limitation periods under Section 438 BGB and Section 634a BGB shall commence upon AIP taking over the Goods and/or works at the delivery address specified in the written Purchase Order or, if no such address is specified, at AIP's establishment in Limbach-Oberfrohna, Germany, and upon full performance of all primary obligations incumbent upon the Supplier. The limitation period shall be three (3) years and, in the case of infringement of third-party rights, ten (10) years, unless a longer statutory period applies. The limitation period for all remedies relating to repaired or replacement Goods shall recommence upon completion of remedial performance, unless the Supplier states in writing before providing remedial performance that such remedial performance is carried out without acknowledgement of a legal obligation. If the defect is notified before expiry of the limitation period, limitation shall in no event occur before expiry of six (6) months after notification of the defect.

6. Withdrawal and Damages

6.1. The Supplier shall be entitled to withdraw from the Contract in accordance with the applicable statutory provisions. Without prejudice to any further statutory powers, AIP shall be entitled to withdraw from the Contract in whole or in part if performance of the Contract is or becomes prohibited by law, if the Supplier objects to the applicability of these General Terms and Conditions of Purchase, if AIP's Order Acceptance is received by AIP later than fourteen (14) calendar days after its date of issue, if an application is made to open insolvency proceedings over the Supplier's assets, if the Supplier, without stating a justifying reason, fails to comply with material obligations owed to AIP or third parties, if required approvals, permits, registrations, entries in the Register of Crafts and Trades or other qualification certificates are absent or cease to exist, if AIP is entitled under these General Terms and Conditions of Purchase to remedies by reason of defective Goods or defective works, if the Supplier otherwise breaches obligations and an additional period set by AIP expires without result, or if AIP can no longer perform its

obligations by means that are reasonable taking into account AIP's own legitimate interests and the Supplier's legitimate interests apparent at the time the Contract was concluded, in particular the agreed consideration. In the event of withdrawal, AIP shall only be required to surrender or compensate for benefits actually remaining with AIP after deduction of all expenses caused by the breach of contract; no compensation shall be payable for benefits not obtained.

6.2. Without prejudice to any other claims, including non-contractual claims, AIP shall be entitled without restriction, in accordance with the statutory provisions, to claim damages from the Supplier for any type of breach of contract. Unconditional receipt of the Goods and/or works or payment of the price shall not constitute a waiver of claims for damages. Subject to the Supplier proving that no loss was incurred or that the loss incurred was substantially lower, and without prejudice to any claim for further losses, AIP shall, in the event of late or omitted delivery of the Goods and/or works, be entitled to claim lump-sum damages without proof in the amount of 0.5% of the respective delivery or order value for each commenced week of delay, up to a maximum of 5% of the total order value. Claims for further losses shall remain unaffected.

7. Miscellaneous Provisions

7.1. Upon delivery, the Goods and/or works and all associated records, documents, drawings, models, work products and evidence shall become the unrestricted property of AIP to the extent legally permissible and unless expressly agreed otherwise. To the extent AIP provides the Supplier with materials, tools, fixtures, drawings, samples or other items, AIP's ownership shall remain unaffected. Any processing, combination or mixing shall be carried out for AIP. If retention of title in favour of the Supplier is agreed, it shall have only the effect of a simple retention of title; notwithstanding such retention of title, AIP shall also be entitled at any time to use, process, install and sell the Goods and/or works without restriction and to transfer title to third parties, even if such use by AIP results in extinction of the retention of title.

7.2. Without prejudice to any further claims of AIP, the Supplier shall indemnify and hold AIP harmless against all third-party claims asserted against AIP under product-law, product-liability, building, fire-protection, craft, trade, occupational-safety, environmental or comparable provisions, insofar as the cause lies in Goods supplied, works performed, raw materials, components or materials supplied by the Supplier or their causation cannot be excluded. The indemnity shall include in particular reimbursement of expenses incurred by AIP and the costs of precautionary field, recall, replacement, reworking, removal, installation, transport or safeguarding measures and is granted by the Supplier, to the extent permitted by law, without further requirements or other defences, in particular waiving compliance with inspection, notification, monitoring or recall obligations and waiving the defence of limitation. Insofar as the Contract with the Supplier is not covered by supplier liability insurance taken out by AIP and AIP has informed the Supplier in writing of the scope of such coverage, the Supplier

shall, without prejudice to any further claims of AIP, maintain product liability insurance and product recall insurance with coverage of at least EUR 5 million per loss event and shall prove the existence of such insurance to AIP at any time upon request.

7.3. Without prejudice to any further claims of AIP, the Supplier shall, upon first demand and without further prerequisites or other defences, in particular waiving compliance with inspection, notification, monitoring or recall obligations or the prior conduct of administrative or court proceedings and waiving the defence of limitation, provide AIP in writing with all necessary information and technical documentation concerning the Goods and/or works and provide unrestricted security or compensation if, as a result of an administrative order or missing or defective approvals, permits, registrations or other evidence, AIP is threatened with disadvantages, is fined or otherwise suffers disadvantages and the administrative order is based on provisions compliance with which falls within the Supplier's obligations under these General Terms and Conditions of Purchase. The same shall apply if, under applicable statutory provisions, AIP is required to recall, replace, rectify, block or cease using Goods and/or works supplied by the Supplier or containing parts supplied by the Supplier, insofar as causation by those parts cannot be excluded.

7.4. Personal data relating to the Supplier, its employees and its subcontractors obtained in connection with the business relationship shall be processed and used by AIP for its own business purposes in accordance with the applicable data-protection provisions, in particular the General Data Protection Regulation (GDPR).

7.5. AIP reserves all ownership rights, copyrights, other industrial property rights and know-how rights in images, drawings, calculations, samples, models, measurement documents, specifications, sample approvals, project documents and other documents, as well as software, provided by AIP in physical or electronic form. They shall be kept confidential from third parties and may be used exclusively for performance of the order placed by AIP. Upon completion of the order, they shall be returned to AIP in full and without retaining copies, without request and waiving any right of retention, or, at AIP's request, demonstrably destroyed.

7.6. AIP may use supplied software without limitation to statutory rights of use or rights otherwise agreed with the Supplier, insofar as such use relates to the performance characteristics agreed with the Supplier and/or the intended use of the Goods and/or works or associated products. AIP shall always be entitled to make backup copies. To the extent software, digital models, data, interfaces, configuration files or other digital work products are supplied, AIP shall receive a transferable and sublicensable right of use unlimited in time, territory and content to the extent required for the contractually intended use, further processing, maintenance, documentation or onward provision to customers.

7.7. Declarations of intent shall require written form unless these General Terms and Conditions of Purchase or mandatory law permit otherwise; all other declarations and notices may be made by e-mail or fax. Oral agreements shall require written confirmation in order to be effective. Unless mandatory law requires otherwise, text form, including e-mail, shall be sufficient to satisfy the written-form requirement.

8. General Contractual Provisions

8.1. The place of delivery shall be determined in accordance with Clause 3.6 of these General Terms and Conditions of Purchase and shall also apply to replacement deliveries or rectification of delivered Goods. The place of payment and performance for all other obligations arising from the legal relationships between AIP and the Supplier shall be Limbach-Oberfrohna, Germany. These provisions shall also apply where the Supplier performs services for AIP at another location, where payments are to be made against delivery of Goods or documents, or where services already performed are to be unwound. Agreement on other Incoterms clauses or other delivery terms shall only result in a different allocation of transport and transport costs and shall not otherwise alter the provisions of this paragraph.

8.2. The contractual and non-contractual legal relationships with the Supplier shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where trade terms are used, the Incoterms® 2020 of the International Chamber of Commerce shall apply in case of doubt, subject to the provisions of these General Terms and Conditions of Purchase.

8.3. For all contractual and non-contractual disputes arising out of or in connection with contracts to which these General Terms and Conditions of Purchase are intended to apply, the courts having jurisdiction for Chemnitz shall have exclusive local and international jurisdiction. This jurisdiction shall in particular exclude any other jurisdiction otherwise provided by law by reason of a personal or factual connection. The Supplier shall also not be entitled to bring a counterclaim, set-off, third-party notice or right of retention before any court other than the court having exclusive jurisdiction in Chemnitz. AIP shall, however, be entitled, instead of bringing proceedings before the courts having jurisdiction for Chemnitz, to bring proceedings before the state courts at the Supplier's registered office or before any state courts having jurisdiction under domestic or foreign law.

8.4. Should any provisions of these General Terms and Conditions of Purchase be or become invalid in whole or in part, the remaining provisions shall remain effective. The parties shall endeavour to replace the invalid provision with a legally valid provision that most closely reflects the economic purpose and intent of the invalid provision. The same shall apply to any gaps in the Contract.