

§ 1 Scope of Application

- a) The following terms and conditions apply to all contracts made between AES and our customers, specifically for the sale and delivery of goods, and for service and work performed. Special provisions for specific contract types between the customer and AES also apply to these general terms and conditions, and are additional to, the general provisions as of the signing of the respective contract.
- b) The customer agrees to all these terms and conditions by placing an order.
- c) We do not recognize terms and conditions which conflict with or deviate from the AES general terms and conditions for sale and delivery from the customer, unless we have expressly agreed to their validity in writing. This shall also apply if we execute an order unconditionally, with knowledge about the conflicting provisions for the customer.

§ 2 Quotation and Commencement of Order Fulfillment

- a) Our quotations are subject to change, unless otherwise stated in writing.
- b) A contract can also be binding per verbal commission. The customer must confirm these orders in writing.
- c) An order shall be deemed placed, when we begin order fulfillment with the customer's acknowledgment, and without objection from the customer. This shall also apply even when complete agreement has not been reached on all points of the order.
- d) Illustrations, drawings and other documents belonging to our non-binding quotations remain our property. These may not be passed on to third parties, unless we have expressly given our consent. Furthermore, the documents listed above are only approximate references, unless they are expressly referred to as binding by us.

§ 3 Price and Payment Terms

- a) Our pricing is based on net price. The value added tax will be shown separately, at the statutory level, and added to the invoiced. Should the VAT rate change, we will adjust this amount on our invoices simultaneously to change accordingly. This does not entitle the customer to terminate their contract.
- b) An invoice is recognized as accepted, if the customer does not object within 14 days. The amount due is payable within net 14 days of our invoice date. The specified invoice amount shall be made per bank transfer to the account provided by us, or as a cash payment.
- c) The customer shall only be entitled to offset a payment, if the counterclaim has been legally established and acknowledged by AES or is undisputed. The customer is only entitled to exercise a right of retention, if their counterclaim is based on the same contractual obligation.

§ 4 Our Scope of Services and Delivery

The scope of the individual services we are obliged to provide, results from the respective quotation, the order confirmation, and their contractual conditions.

§ 5 Customer Obligations

- a) The customer is obliged to inform us about all laws, standards, regulations, data, documents, and any other information the customer requires for the services to be provided, in a suitable form, before placing an order.
- b) Changes and additions to the service being provided can only be done by mutual agreement. The agreed upon delivery date shall change according to, the time necessary to provide this service. Changes and additions must be made in writing by the customer. We may suspend work on the entire order, until agreement has been reached on the additional remuneration amount, and a written order is received. All delivery dates stipulated earlier shall be postponed accordingly.
- c) If the customer does not fulfil their contractual obligations, or does so insufficiently, and if, as a result, the provision of services for AES are delayed, we shall not be held responsible.

§ 6 Order Fulfillment

- a) Deliveries are made "ex works". In addition, the loss of the service risk shall pass over to the customer once the goods have been handed over to a forwarding agent, or other persons for the purpose of transport or, in the case of data transmission, after data dispatchment.
- b) We are entitled to make partial deliveries and services, as well as early deliveries within reason.

§ 7 Warranty Claim

- a) The customer can only assert warranty claim when they make their claim pursuant to § Article 377 of the German Commercial Code [HGB] immediately, duly and in writing.
- b) If a subsequent improvement or subsequent delivery fails twice within a reasonable time limit, the customer can demand withdrawal, or a reduction in the purchase price.
- c) Errors due to a failure to follow our instructions, or those caused by the use of parts or materials not conforming to the original specifications, shall not constitute a defect. The same applies to any defects, which are caused by information, or specifications provided by the customer.
- d) All customer warranty claims based on § Article 634 of the German Civil Code, [BGB] with exception to the provision from § Article 634 paragraph 1 No. 2, are subject to be claimed within one year of the statutory limitation period. This does not apply to defect claims due to negligence, or intentional injury, and injury to life, limb or health caused by AES or our legal representatives and subcontractors. The statutory limitation period applies as well.
- e) Legal rights of recourse against AES from the customer are only valid insofar as the customer has not made any agreements with their customers, which exceed the statutory warranty provisions.
- f) When part of our delivery is marked, as products from an AES subcontractor, we transfer our right of warranty claims against the subcontractors to the customer, who accepted the product delivery so marked by us. If the subcontractor refuses to correct the defect, if the claim leads to an unreasonable delay for the customer, or if the subcontractor obstructs the customer in pursuit of a claim, the customer is entitled to claim against us.

§ 8 Third Party Rights

When we fulfill an order in accordance with our customer's specifications, they shall be responsible for ensuring that we do not infringe on any third parties' rights. If claims are made against AES in this respect by a third party, our customer is obliged to indemnify us against these claims. The customer's obligation to exempt AES from these third party claims applies to all costs (in particular legal expenses), which AES may incur resulting from the claim.

§ 9 Contractual Rescission or Termination

- a) If AES is not responsible for non-compliance, the customer shall not be entitled to any statutory right of rescission in regards to non-performance or performance not rendered in accordance with the contract.
- b) Paragraph 1 does not apply when special agreements result in a customer's fault free right of withdrawal, as well as in the event of a product defect. The statutory provisions shall apply in these cases, unless otherwise stipulated.
- c) If the customer terminates the contract, we shall, in principle be entitled to the agreed upon remuneration minus any expenses not incurred, resulting from the termination of the order.

§ 10 Liability

- a) Regardless of any legal basis, our liability is excluded. The exclusion of liability does not apply to intentional or gross negligence from AES in the event of damage resulting from injury to life, limb or health, or intentional or gross negligence from AES in the event non-compliance with more fundamental contractual obligations. Fundamental contractual obligations are those, which protect the customer's legal positions, and are essential to the contract. Obligations, which the contract grants the customer in accordance with its content and intention, as well as those, which enable contract fulfilment and proper implementation possible, and the observance of which the customer can regularly rely. In the event of a minor negligent breach of the fundamental contractual obligations, our liability shall, be limited to compensation for any typical loss foreseeable at the time the contract was signed.
- b) The limitation of liability shall also apply in favor of our employees, and staff members, as well as assistants and subcontractors.
- c) The reversal of the burden of proof does not pertain to the provisions above.

§ 11 Title Retention

- a) We reserve the right of ownership for all products and services delivered, until receipt of all payments arising from our business relationship with the customer. In the case of any outstanding account balance, we reserve title until the balance has been settled; upon receipt of a bill of exchange, or until cheques have been honored.
- b) AES is entitled to withdraw from the contract and recover goods or services, should customer conduct create a breach of contract, in particular a default on payment.

- c) AES is entitled to resell the goods and services supplied to the customer by us, in course of regular business, without an agreement to a non-assignment clause. The customer hereby assigns AES their claim for resale including all subsidiary rights as high as the amount of the claim for the final invoice amount (incl. VAT); in the case of outstanding account agreements between the customer and a third party, this shall apply equally to the balance of the claim from this outstanding amount. The customer remains authorized to collect the named claim from the third party even after the transfer. Our right to collect the claim ourselves remains unaffected by this point. However, we will not use the entitlement, provided the customer meets their payment obligations from the proceeds received, does not default on payment and, in particular, as long as no petition to open insolvency proceedings has been filed, or payment has been suspended. If this is the case, the customer commits itself to inform AES about the assigned receivables, and their debtors, and provide all the information necessary for collection, handing over any relevant documents and informing any debtors (third parties) about this entitlement.
- d) Any processing or transforming of the goods or services delivered by the customer are always performed on our behalf. If the goods or services are processed with other goods or services, which are not the property of AES, we shall acquire proportionate co-ownership of the new goods. The same shall apply to goods resulting from processing, as well as the goods and services delivered with title retention.
- e) The customer may neither pledge the goods or services subject to title retention, nor assign them by way of security, and must immediately notify us if any attachments are made at the instigation of third parties.
- f) At the request of the customer, we agree to release securities we are entitled to in this respect, if the viable amount of the security exceeds the outstanding receivables to be secured by more than 10%. The selection of securities to be approved is incumbent upon AES.

§ 12 Tools for Order Implementation

- a) When we produce (auxiliary) models, molds, tools etc. within the scope of the commissioned service [hereinafter referred to as tools], these are not part of our service, and remain our property unless otherwise agreed upon in writing.
- b) After order acceptance of service from the customer, we shall store these for a period of six (6) months, without any acknowledgement of legal obligation. After this period expires, we are entitled to scrap these tools, unless we have expressly agreed with the customer in writing about further tool storage, or a transfer of ownership for the tools, with payment of an appropriate remuneration.

§ 13 Service Subcontracting

We are entitled to engage third parties to perform services, and to subcontract the order completely or in part, provided the customer's interests meriting protection are not thereby adversely affected.

§ 14 Customer's Financial Position

- a) If, we become aware of issues, which call the solvency of the customer into question, after contract closure, we are entitled to demand payment in full, or a viable security before the further execution of the order or, after setting a reasonable deadline for full payment or security, to withdraw from the contract.
- b) Issues, which call into question the solvency of the customer, are, in particular, sustainable garnishments, or enforcement measures, and the application to open insolvency proceedings.

§ 15 Force Majeure

- a) If a delivery/service is not possible due to force majeure, in particular due to unforeseeable shortages of raw materials, energy and labor, industrial disputes, serious transport disruptions, operational breakdowns through no fault of AES or other unpredictable events, official/governmental actions not directly related to AES, pandemics or other events for which we are not responsible, we shall not be obliged to deliver/provide service, as long as the performance impediment continues, and we inform the customer promptly in writing.
- b) If the hindrances pursuant to paragraph a) last for more than four (4) months, we shall be entitled to withdraw from the contract. Following this period, at the customer's request, we shall state whether we are withdrawing from the contract, or whether we will render the agreed service within a reasonable period.

§ 16 Confidentiality

- a) The contracting parties agree to treat all the information and documents from the respective contracting party as confidential, which have been deemed as confidential, or which under the circumstances result in being treated as confidential, as well as their trade and business secrets.
- b) Information and documents of public knowledge; accessible at the time of disclosure, or for which are already public knowledge for the receiving contractual partner at the time of disclosure, or for which are made accessible to them by third parties in a justified manner are not covered by the confidentiality.

§ 17 Fulfillment Location, Jurisdiction, and Applicable Law

- a) The fulfillment location is the registered office of AES.
- b) The exclusive jurisdiction location for all claims against AES arising from business dealing is our registered location of business. AES is therefore, entitled to take legal action at our customer's place of business, or at any other admissible place of jurisdiction.
- c) German law applies exclusively to all legal affairs. The UN Convention on Contracts for the International Sale of Goods (CISG) 1980, and other conflicting norms do not apply.

§ 18 Final Provision

These provisions continue to be binding in the event that individual or multiple provisions are rendered invalid, in their remainder. Ineffective provisions will be replaced with provisions, which come closest to the intention and purpose of the invalid provision, in a legally effective fashion