ALWA smartPINS General Terms and Conditions of Sale and Delivery

1. Scope of these General Terms and Conditions

(1) These General Terms and Conditions of Sale and Delivery shall only apply in relation to any trader (§ 14 German Civil Code (BGB)), merchants, legal entities under public law and special segregated assets under public law. They shall apply regardless of whether ALWA smartPINS manufactures the goods itself or purchases them from suppliers (§§ 433, 650 German Civil Code (BGB)).

(2) All product deliveries and services provided by ALWA smartPINS shall be governed exclusively by these General Terms and Conditions. Unless otherwise agreed, these General Terms and Conditions of Sale and Delivery in the version valid at the time of the customer's order and brought to the customer's attention shall also apply as a framework agreement for similar future contracts without ALWA having to refer to them again in each individual case. Any terms and conditions of the customer that are not expressly recognized by ALWA smartPINS in writing shall not be valid - even if ALWA smartPINS carries out the deliveries with knowledge of the deviating terms and conditions or accepts payments without reservation. However, the priority of the individual agreements shall apply; this means that if ALWA smartPINS specifically agrees something with the customer, this shall also apply even if these General Terms and Conditions of Sale and Delivery state otherwise.

(3) References to the validity of statutory regulations are for clarification purposes only. Even without such clarification, statutory provisions therefore apply unless they are directly amended or expressly excluded in these General Terms and Conditions of Sale and Delivery.

2. Conclusion of Contracts and Catalogue Descriptions

(1) These General Terms and Conditions shall become an integral part of any individual contract within their scope, whether the contract was formed by an offer from ALWA smartPINS followed by an acceptance letter of the customer or by a purchase order of ALWA smartPINS' customer followed by confirmation of both Parties, or in any other form. ALWA may also accept the order, for example, by delivering the goods to the customer.

(2) In the case of export transactions, the orders are subject to the condition precedent that the agreed advance payment (usually fifty percent (50%)) is received without deductions on an ALWA smartPINS account. Only then shall ALWA smartPINS begin to process the order.

(3) Unless customer's (purchase) order or other declarations of intent fully conforms with the content of the offer issued by ALWA smartPINS, including these General Terms and Conditions of Sale and Delivery, purchase orders will only be binding upon ALWA smartPINS' written confirmation and shall be subject to these General Terms and Conditions of Sale and Delivery.

(4) Oral agreements are only valid if the parties confirm them in writing immediately but no later than within four (4) weeks of their making. If this period expires without any results, confirmation is presumed and would otherwise require objection.

(5) Product or service presentations in ALWA smartPINS' (for example in brochures and on websites) are not binding offers but are subject to change and non-binding. They constitute an invitation to the submission of a purchase offer (purchase order). The information contained therein are approximate values which comply with customary industry practice. Illustrations, drawings and other similar items contained therein are only approximately representative. Anything to the contrary shall only apply if a specific acceptance period is specified or if the customer proves that ALWA smartPINS has expressly designated catalog information, drawings or illustrations as binding or has explicitly stated them in writing in an offer or an order confirmation.

3. Pricing, Price Changes

(1) ALWA smartPINS' prices are quoted in Euro and are net prices ex works (EXW according to ICC INCOTERMS 2020), exclusive of value added tax, packaging, freight, postage, transfer fees (for transfers from abroad), customs and other fees or public charges and insurance. Costs for additional services are not included.

(2) ALWA smartPINS' price calculation is based on the information provided by ALWA smartPINS' customer regarding quantity and time periods and applies to the service and scope of delivery listed in the ALWA smartPINS order documents for the specified period. Expectable alterations in quantity or time periods may result in corresponding changes in the invoices, both in favor or to the disadvantage of the customer. If prices increase due to reasons not immediately apparent to the customer, ALWA smartPINS shall notify the customer in advance, unless specific individual contractual arrangements have been made in advance.

4. Non-Disclosure

(1) Each party shall use all "Confidential Information", i.e. all documents (including samples, models and data) as well as any information gained in the course of the business relationship, all business and trade secrets, price information, industrial property rights and inventions as well as know-how and technologies, irrespective of whether they are obtained in physical, written, electronic or oral form, solely for the joint purpose and shall keep them secret from third parties with the same care as its own corresponding Confidential Information if the other party designates them as confidential or has an obvious interest in keeping them secret. This obligation shall commence upon first receipt of the Confidential Information and shall continue indefinitely beyond the end of the business relationship.

(2) This obligation shall not apply to Confidential Information which is or becomes generally known or publicly accessible, or which was already demonstrably known to the party upon receipt without the party being under an obligation of secrecy, or which is subsequently transmitted by a third party authorized to disclose it, or which was or is developed by the receiving party without exploitation of Confidential Information of the other party which is to be kept secret or which are or have been used or published with the consent of the disclosing party.

(3) Affiliated companies of ALWA smartPINS as defined in §§ 15 et seqq. German Stock Corporations Act (AktG) shall not be considered third parties for the purpose of the foregoing regulations.

(4) The disclosing party shall ensure in each case that the information is not likely to reduce secrecy competition between the parties.

5. Intellectual Property of Designs and Descriptions

(1) If one party discloses any drawings or technical documentation regarding the products to be delivered or the manufacturing process to the other party, such disclosing party shall remain - without prejudice to the rights of third parties - the sole proprietor of any intellectual property in connection with such drawing or technical documentation or the development thereof. Any existing copyrights or intellectual property rights shall remain unaffected; rights of use shall remain reserved, unless otherwise agreed.

(2) Drawings or technical documentation may not be made accessible to third parties unless the disclosing party expressly gives its prior written consent to such disclosure. Drawings, technical descriptions and designs are subject to non-disclosure described in section (4) of these General Terms and Conditions without any further designation.

6. Payment Terms

(1) Invoiced amounts will fall due fourteen (14) days after the date of the invoice, unless the parties have agreed otherwise in writing. In the case of export transactions fifty percent (50%) shall be paid in advance in accordance with clause 2 (2) above. However, ALWA smartPINS shall be entitled at any time, even in the context of an ongoing business relationship, to make any other delivery in whole or in part only against advance payment. ALWA smartPINS shall declare a corresponding reservation with the order confirmation at the latest.

(2) Reasonable partial deliveries within the meaning of clause 7 (1) may be invoiced at the time of delivery.

(3) In case of delayed payments, ALWA smartPINS may charge interest on arrears in the amount of nine (9) percentage points p.a. above the respective base interest rate of the European Central Bank. Any additional rights to claim damages for delay shall remain unaffected by the foregoing. ALWA smartPINS' claim to commercial maturity interest (§ 353 German Commercial Code (HGB)) against merchants shall remain unaffected.

(4) One third of the price for operating equipment may be invoiced upon order confirmation, the other two thirds will fall due upon delivery or completion.

(5) In the event ALWA smartPINS supplied defective goods, the customer shall nevertheless be obliged to pay for the non-defective portion of the respective delivery, unless the customer can show that such partial delivery of smartPINS is of no interest whatsoever to the customer.

(6) Any offsetting or retention is excluded. Excluded from this prohibition of offsetting and retention are undisputed and legally binding claims as well as counterclaims from the same contractual relationship.

(7) In the event of any delay in payment, ALWA smartPINS may, after giving notice in writing to the customer, suspend its obligations under the same contractual relationship, particularly discontinue further deliveries, until all outstanding payments have been received.

(8) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that ALWA smartPINS' claim to the purchase price is at risk due to the customer's inability to pay, ALWA smartPINS shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil Code (BGB)). In the case of contracts for the manufacturing of non-fungible goods (custom-made products), ALWA smartPINS may withdraw from the contract immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

7. Delivery and Dispatch

(1) Partial deliveries may be carried out to the reasonable extent. A reasonable scope shall be deemed to exist in any case if ALWA smartPINS and the customer have agreed on this without reservation. This shall also be assumed in any case if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the

remaining ordered goods is ensured, and the customer does not have to bear any significant additional work or costs as a result.

(2) Production-related long or short deliveries may be made within a tolerance of five (5) percent of the total order quantity.

(3) Unless otherwise agreed, ALWA smartPINS shall deliver according to EXW (ICC Incoterms 2020).

(4) Compliance with the delivery date or delivery period shall be based on ALWA smartPINS' notification of readiness for dispatch or collection.

(5) The customer shall collect products without delay upon such notification. Failure to collect shall entitle ALWA smartPINS at its discretion to either store the products or dispatch the products at the customers risk and expense.

(6) In case the customer does not dispatch in time or at all, ALWA smartPINS, in the event that the choice is made to ship the goods, may select the transport method and routing at the customer's expense (including any customs duties, fees, taxes and other public charges) ex works.

8. Transfer of Risk

(1) ALWA smartPINS is under no obligation to provide for any equipment for loading or transport or assist the haulage contractor/freight carrier.

(2) The risk of loss shall pass to the customer at the time products are surrendered to railway, agent or freight carrier, or at the time initially stored, but in any case, no later than the departure from the factory or warehouse; this also applies if ALWA smartPINS undertook delivery.

9. Delay in Delivery

(1) The delivery period shall be agreed individually or specified by ALWA smartPINS upon acceptance of the order. Unless the parties have deviated from EXW (ICC Incoterms 2020) in writing, any lead times or delivery periods will commence at the time the order confirmation is issued by ALWA smartPINS.

(2) Deliveries are subject to self-supply of bought-in parts, if ALWA smartPINS has concluded a congruent hedging transaction in due time, or other disruptions in the supply chain.

(3) Should ALWA smartPINS anticipate a delay in the delivery of the goods, ALWA smartPINS will immediately inform the customer in writing of the reasons therefor, and if possible, indicate the new likely delivery date. If the service is also not available within the new delivery period, ALWA smartPINS shall be entitled to withdraw from the contract in whole or in part; ALWA smartPINS shall immediately reimburse any consideration already paid by the customer.

(4) In the event of any delivery being delayed due to one of the circumstances set forth in clause 13 (Force Majeure) below or if ALWA smartPINS is not obliged to procure the goods in an individual case (alt. 1), or as a result of any action or omission on the part of the customer (alt. 2), an extension of the delivery period appropriate under the circumstances shall be considered granted without the customer being entitled to assert any claims against ALWA smartPINS.
With regard to alt. 2, the delivery period shall only be extended if and to the extent that this appears reasonable for ALWA smartPINS. In addition, ALWA smartPINS shall be entitled to compensation for the resulting damage, including any additional expenses, in the event of default of acceptance or other attributable breaches of the customer's duty to cooperate.

10. Reservation of Title

(1) ALWA smartPINS reserves transfer of title in respect of the goods supplied until such time as all claims of the supply contract with the partner have been met fully.

(2) If the goods are transported across borders, and if the jurisdiction in which the goods are then located require anything further for the validity or effectiveness of the reservation of title, the customer shall so inform ALWA smartPINS and, if necessary, support ALWA smartPINS with any actions necessary to preserve ALWA smartPINS' retention of title.

(3) However, the customer may neither pledge goods to third parties nor transfer ownership of them as security. The customer is obliged to protect ALWA smartPINS' rights in the event of a credited resale of the goods subject to retention of title. The customer shall immediately notify ALWA smartPINS in writing if an application for the opening of insolvency proceedings is filed.

(4) In the event of a breach of contract by the customer, in particular in the event of non-payment of the purchase price due, ALWA smartPINS shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return of the goods does not include the declaration of withdrawal from the contract; ALWA is rather entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the customer does not pay the due purchase price, ALWA may only assert these rights if it has previously set a reasonable deadline for payment to the customer without success or if such a deadline is dispensable according to statutory provisions.

(5) Until revoked, the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. If the goods subject to retention of title are sold by the customer after processing together with goods not belonging to ALWA, the customer shall assign the claims arising from the resale in the amount of the value of the goods subject to retention of title. ALWA smartPINS accepts this assignment.

(6) In the event of any seizure, lien or enforcement of third parties with regard to the goods owned by ALWA smartPINS, any claims transferred to ALWA smartPINS or to any other securities, the customer shall notify ALWA smartPINS immediately and hand over all documents necessary for an intervention with such action. This shall also apply in the event of any other threatened frustration of the purpose of such securities.
(7) If the value of the existing securities exceeds the secured claims in total by more than ten (10) percent, ALWA smartPINS releases the exceeding securities of ALWA smartPINS' choice.

11. Claim for Defects

(1) The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless and insofar as nothing to the contrary is stipulated below.
(2) The time of the transfer of risk is essential for defining the contractual condition of the goods.
(3) Upon delivery to the customer or to the third party designated by the customer, the delivered goods shall be inspected carefully without undue delay. They shall be deemed to have been approved if the customer does not immediately give written notice of obvious defects after delivery of the goods or, in the case of hidden defects, immediately after discovery of the defect or at any earlier point in time at which the defect would have been recognizable to the customer during normal use of the goods without closer inspection.
(4) The basis of the claim for defects is primarily the agreement reached on the quality and the intended use of the goods. In the event a sample has been shipped or approved to the customer, the characteristics of such sample shall be considered the primary specification agreement. Any additional purpose, such as but not limited to the fitness for a certain purpose beyond the information provided by ALWA smartPINS is not warranted by ALWA smartPINS. If neither a sample has been sent or approved nor the quality has been agreed, the statutory provisions shall apply to determine whether a defect exists (§ 434 German Civil Code (BGB)).
(5) ALWA smartPINS shall not be liable for defects of which the customer is aware or negligently unaware at the time of conclusion of the contract (§ 442 German Civil Code (BGB)).
(6) If a justified and timely defect complaint report has been received, ALWA smartPINS shall at its discretion either repair the article complained or supply a replacement in due time. If the type of supplementary performance chosen by ALWA is unreasonable for the customer in individual cases, the customer may refuse it. ALWA smartPINS' right to refuse subsequent performance under the statutory conditions shall remain unaffected. ALWA smartPINS is entitled to make the due supplementary performance dependent on the customer paying the due purchase price. However, the customer shall be entitled to retain a reasonable part of the purchase price in proportion to the defect. The customer shall give ALWA smartPINS the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes.
(7) If ALWA smartPINS does not fulfill these obligations or does not fulfill them in accordance with the contract within a reasonable period of time, the customer may set a final deadline in writing. After unsuccessful expiry of this deadline, the customer may demand a price reduction, withdraw from the contract or carry out the necessary rectification himself or have it carried out by a third party at the expense and risk of ALWA smartPINS.
(8) Subsequent performance shall not include the dismantling, removal or disassembly of the defective goods or the installation, attachment or installation of defect-free goods if ALWA smartPINS was not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs ("disassembly and installation costs") shall remain unaffected.
(9) Reimbursement of costs is excluded if the defect does exist. Furthermore, reimbursement of costs is excluded, if the expenses increase because the delivery has been taken to another location, unless this has been expressly agreed in writing. If the customer has notified ALWA smartPINS of a defect which has not been confirmed after examination by ALWA smartPINS, ALWA smartPINS shall be entitled to claim a lump-sum compensation of one hundred and eighty (180.00) Euro. ALWA smartPINS reserves the right to claim additional costs and expenses in connection therewith.
(10) Claims for material defects and defects of title shall become time-barred twelve (12) months after delivery. This shall not apply where the law determines deviating periods of time as mandatory.
(11) In case of defects of components of other manufacturers which ALWA smartPINS cannot remedy due to licensing or factual reasons, ALWA smartPINS shall, at its own discretion, assert its warranty claims against the manufacturers and suppliers for the account of the customer or assign them to the customer. Warranty claims against ALWA smartPINS for such defects shall only exist under the other conditions of and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, e.g. due to insolvency. For the duration of the legal dispute, the limitation period for the relevant warranty claims of the customer against ALWA smartPINS shall be suspended.

12. Miscellaneous, Claims, Liability, IT Security

(1) The above limitations of liability shall not apply in the event of intent or gross negligence on the part of ALWA smartPINS and its legal representatives, vicarious agents or executives (hereinafter collectively referred to as: ALWA smartPINS) or in the event of culpable breach of material contractual obligations. In the event of culpable breach of

material contractual obligations, ALWA smartPINS shall be liable - except in cases of intent or gross negligence - only for reasonably foreseeable damage typical for the contract.

(2) Furthermore, the limitation of liability shall not apply in cases of mandatory liability under the Product Liability Act. It shall also not apply in the event of injury to life, body or health caused by intentional or negligent breach of duty by ALWA smartPINS as well as in the absence of expressly guaranteed characteristics, if and to the extent such characteristics were specifically intended to protect the contracting party against damage not caused to the delivered goods themselves.

(3) To the extent that ALWA smartPINS' liability is excluded or limited, this shall also apply to the personal liability of ALWA smartPINS' employees, workers, staff, legal representatives and vicarious agents.

(4) The statutory provisions relating to burden of proof shall remain unaffected.

(5) The parties shall ensure compliance with the statutory provisions on IT security by taking appropriate measures in their company. This may only be deviated from in justified exceptional cases. Each party shall otherwise be entitled to terminate all potentially affected agreements without notice if there are objective indications that the other party has not implemented adequate IT baseline protection in its own company.

13. Force Majeure

(1) Force Majeure, industrial labor disputes, disturbances, official measures, pandemics/epidemics, non-arrival of deliveries from our suppliers and other unpredictable, unavoidable and serious events will release the contracting partners from their duty to perform their respective obligations for the duration of the disturbance and to the extent of their effect. This even applies in case these events occur at a time during which the respective contracting partner is in default, unless such default was caused intentionally or due to gross negligence.

(2) The contracting parties are obliged, as can reasonably be expected, to provide the necessary information immediately and in good faith to adjust their obligations to the changed conditions.

(3) Should the event continue, and should such continuance impair a party's interest in performance fundamentally, or should such continuance destroy a party's interest in performance completely, such party as the right to cancel the contract.

(4) The above applies also to the failure of ALWA smartPINS' suppliers to deliver, if this is directly or indirectly due to one of the reasons mentioned in this clause 13 under (1) or by applying the long version of the ICC clause on force majeure mentioned in (5) from such impediment.

(5) In cases of doubt, the requirements for force majeure and the hardship clauses of the International Chamber of Commerce (ICC) shall be deemed agreed between ALWA smartPINS and the customer. The ICC clause on force majeure is thus included in the long version in the respective contracts in each case. The clause is currently available at: https://iccwbo.org/news-publications/icc-rules-guidelines/icc-force-majeure-and-hardship-clauses/

14. Termination of Contract

(1) A contractual relationship between the parties shall end upon expiry of the corresponding time limit, complete fulfillment, withdrawal or termination.

(2) Unlimited and long-term contracts may be terminated with a period of notice of six (6) months to the end of the month. Any bindingly ordered quantity of goods must be accepted and paid for at the end of the term.

(3) The aforementioned provisions shall apply subject to any other individual contractual provisions agreed between the parties.

15. Written Form, Place of Performance, Jurisdiction and Applicable Law

(1) The written form within the meaning of these General Terms and Conditions of Sale and Delivery shall also be deemed to have been complied with if documents or declarations are transmitted in written, text or electronic form (e.g. letter, EDI, WebEDI, e-mail or fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimacy of the declarant, remain unaffected.

(2) Unless otherwise agreed in writing, the place of performance for all obligations arising from the contractual relationship shall be ALWA smartPINS' premises.

(3) For information on the processing of the data of the Customer and its employees, ALWA smartPINS' data protection information is currently available at the following link: https://smart-pins.de/datenschutz/
The customer shall also be obliged to comply with all statutory data protection regulations.

(4) The place of jurisdiction for any and all disputes, including any action relating to bills of exchange or checks, shall be ALWA smartPINS' premises.

(5) Should the seat of the customer be outside the Federal Republic of Germany, the exclusive jurisdiction shall rest with an arbitration tribunal in accordance with the following regulation: Any dispute, controversy or claim arising out of or in relation to this contract, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one; The seat of the arbitration shall be Zürich; The arbitral proceedings shall be conducted in English, unless both parties have their seats in German Speaking Countries, in which case the proceedings shall be conducted in German.

The contractual relationship and any disputes in relation therewith shall be subject exclusively to the laws of the Federal Republic of Germany, expressly including the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG-"Vienna Sales Convention"). In the event that the customer has its registered office in a member state of the European Union, German law shall also apply exclusively, including the UN Convention on Contracts for the International Sale of Goods, whereby mandatory provisions of the state in which the customer has its registered office shall remain unaffected.

(6) Should any regulation in these General Terms and Conditions or of any contract concluded thereunder be, in whole or in part, incomplete, void, inapplicable, or ineffective, the remaining regulations shall remain in full force and effect. Instead of an incomplete, void or ineffective provision, ALWA and the customer shall negotiate on an effective provision which is comparable to the economic purpose of the incomplete, void or ineffective provision. This shall also apply if the contract contains an omission.

(7) If there are several language versions of these General Terms and Conditions of Sale and Delivery, the German version shall take precedence.

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