

1. Scope

- 1.1. These General Terms and Conditions of Purchase of Astro- und Feinwerktechnik Adlershof GmbH (hereinafter referred to as "Astrofein") shall apply to contracts for works, goods and services between Astrofein and a seller, (work) contractor or service provider (hereinafter referred to uniformly as "Contractor") for the delivery and/or manufacture of goods or other works or the provision of services or other performances (hereinafter referred to uniformly as "Supply Contracts").
- 1.2. These General Terms and Conditions of Purchase shall only apply if the Contractor is an entrepreneur (section 14 of German Civil Code, "BGB"), a legal entity under public law or a special fund under public law.
- 1.3. These General Terms and Conditions of Purchase shall apply exclusively. Any conflicting or deviating terms and conditions of the Contractor shall not become part of the contract and shall not be recognized unless Astrofein has expressly agreed to their application. This shall also apply if Astrofein places its order without reservation in the knowledge of conflicting or deviating terms and conditions of the Contractor.

2. Conclusion of contract, orders and offers

- 2.1. Declarations on the conclusion of Supply Contracts (order by Astrofein and acceptance by Contractor or offer by Contractor and acceptance by Astrofein) as well as agreements on amendments and supplements to Supply Contracts must be made in text form (e.g. letter, email, fax), unless a stricter form is required by law.
- 2.2. Astrofein's orders shall be accepted/confirmed or rejected by Contractor without undue delay. An order can only be accepted by Contractor within two weeks from the order date, unless the order specifies a different binding period. The date of receipt of the Contractor's declaration by Astrofein shall be decisive. If the Contractor does not accept an order within this period, Astrofein shall no longer be bound by the order.
- 2.3. In the acceptance of orders, the relevant order number and the date of the order shall be stated.
- 2.4. The Contractor shall point out obvious errors (e.g. spelling and calculation errors) and incompleteness of an order placed by Astrofein including the order documents for the purpose of correction or completion prior to acceptance.
- 2.5. Offers and cost estimates of the Contractor shall be free of charge and shall not create any obligations for Astrofein. Offers must sufficiently specify the service offered; as a rule, in particular the designation of the material, the material number (if available) and a binding delivery date must be stated.
- 2.6. The Contractor shall expressly indicate in its offer any deviations from a previous request by Astrofein.
- 2.7. The Contractor shall notify Astrofein without undue delay of any planned changes in the type of composition of the processed material, in the design and/or in the execution compared to deliveries or services of the same type previously provided to Astrofein.

3. Change of work/service/performance

- 3.1. After conclusion of the contract, Astrofein shall be entitled to demand a change in the agreed work, delivery or service, provided that this change is reasonable for the Contractor, taking into account the interests of Astrofein and the Contractor.
- 3.2. Within 5 working days after receipt of the change request, the Contractor shall inform Astrofein whether the change requested by Astrofein will affect the agreed remuneration and execution periods or dates; if there are any effects, these shall be substantiated. If the Contractor is of the opinion that it is unreasonable for it to comply with the change request, it shall also give reasons for this within the aforementioned period.
- 3.3. If an extensive review is required on the question of the feasibility of a desired change or on its impact, in particular on the agreed remuneration or the execution deadlines or dates, the Contractor shall notify this in writing within the period specified in Section 3.2, stating the reasons and the expected duration of the review. The performance of such a review shall require a separate agreement.

4. Execution of the work/service/performance

- 4.1. Upon request, the Contractor shall promptly inform Astrofein at any time about the status of the processing of the order. Upon request, the Contractor shall inform Astrofein with the documents required for this purpose and name a contact person for queries.
- 4.2. The Contractor may only commission third parties (subcontractors) to perform the work, delivery or service in whole or in part with Astrofein's prior consent. Subcontractors shall be bound to confidentiality by the Contractor in accordance with Clause 14.
- 4.3. In the respective contractual declaration (order and acceptance or offer of the Contractor and acceptance by Astrofein), each contractual partner shall name a competent employee (contact person) to the other contractual partner who can provide the information required for the performance of the work, delivery or service and make or at least initiate decisions.
- 4.4. The Contractor warrants that the performance of the service will be carried out with due care and expertise, taking into account the current state of the art, and by appropriately trained and qualified personnel. The Contractor shall further comply with the relevant safety regulations and the agreed technical standards for its works, goods and services. He is furthermore obliged to inform Astrofein about special treatment and disposal requirements not generally known and (if relevant) to send a manufacturer's declaration or a declaration of conformity (CE) in terms of the relevant directives of the European Union or other statutory provisions for each delivered good.
- 4.5. Insofar as objects provided by Astrofein are processed or transformed by the Contractor into a new movable object, Astrofein shall be deemed the manufacturer in the terms of the law of property. In the event of a combination or inseparable mixing with other objects, Astrofein shall acquire co-ownership in the new object in proportion to the value the

objects had at the time of combination or mixing. If the combination or mixing is carried out in such a way that the Contractor's items are to be regarded as the main item, it shall be deemed agreed that the Contractor transfers co-ownership to Astrofein on a pro rata basis, with the Contractor keeping the co-ownership for Astrofein free of charge.

4.6. The Contractor is obligated to take appropriate control measures during the execution of the contract to ensure that no components are used which are counterfeit or which otherwise infringe the rights of third parties. Upon Astrofein's request, Contractor shall demonstrate these measures to Astrofein.

4.7. The Contractor shall be obliged to request in due time any documents to be provided by Astrofein for the execution of the contract or any other agreed acts of cooperation.

5. Delivery dates, deadlines and delays

5.1. Unless expressly agreed otherwise, the dates and deadlines specified in the purchase orders or order confirmations shall be binding. After expiration of these periods or deadlines, the Contractor shall be in default even without a separate reminder from Astrofein, unless the conditions of Clause 5.2 or 5.7 apply.

5.2. If non-compliance with agreed deadlines/dates is due to Astrofein's delayed performance of agreed cooperation services (e.g. delivery of necessary data, documents, components, etc.), the Contractor shall not be in default if it informs Astrofein in due time about the necessity of the cooperation services and the temporal impact of a delayed cooperation on the agreed deadlines or dates, and requests the cooperation; in this case, the agreed periods/dates shall be extended in favor of Contractor in line with the delay of Astrofein's cooperation.

5.3. In case of delivery of goods, the delivery of the goods free of defects to Astrofein during normal business hours with the required shipping documents at the place of performance shall be decisive for compliance with a delivery date. If a delivery with assembly/service has been agreed upon, the handover of the defect-free goods after proper execution of the assembly/service shall be decisive for compliance with the date. If acceptance is provided for by law or contractually agreed, the time of provision of the service ready for acceptance at the agreed place of performance shall be decisive.

5.4. Advance or partial performance is only permitted with Astrofein's prior consent.

5.5. The Contractor is obligated to inform Astrofein immediately if circumstances occur or become apparent due to which specified delivery dates or deadlines cannot be met. This also applies to cases of force majeure.

5.6. In the event of default on the part of the Contractor, Astrofein shall be entitled to claim a contractual penalty of 0.2% for each day of default, but not more than 6% of the order value, for that part of the work, delivery or service with which the Contractor is in default. To the extent Astrofein has not agreed to advance or partial performance, the contractual penalty shall be calculated on the basis of the total order value. Astrofein reserves the right to claim the contractual penalty up to the final payment and to deduct it from the final

payment. Further claims for damages by Astrofein remain unaffected.

5.7. If the Contractor is prevented from meeting agreed dates or deadlines due to unforeseeable circumstances (e.g. force majeure, industrial action, network failure or general disruptions in telecommunications) beyond the control of the Contractor or its vicarious agents, Astrofein shall be entitled to demand delivery or performance at a later date on the originally agreed terms, to withdraw from the contract in whole or in part, or to terminate the contract; to the extent provided by law, withdrawal or termination shall only be permitted after expiration of a reasonable grace period.

6. Place of performance, transport, packaging, passing of the risk

6.1. The place of performance for deliveries or services of the Supplier shall be the place of receipt specified in the order. If a place of receipt is not specified and if such place of receipt does not result from the nature of the contractual relationship, the place of performance shall be Astrofein's branch office specified in the purchase order or, in the absence of such specification, Astrofein's registered office.

6.2. Unless otherwise agreed, the delivery shall be accompanied by the delivery bill indicating in particular the exact designation of the ordered supplies and services, the serial numbers or configuration numbers, the order number, designation of the material, material number (if any) and the order date, packing slips, material certificates, certificates of conformity, cleaning attestations, cleaning certificates and test certificates in accordance with the agreed specifications and other required documents.

6.3. Unless otherwise agreed, the Contractor shall bear the costs for transport and packaging.

6.4. Deliveries of goods shall be made to DAP in accordance with Incoterms 2020, unless otherwise agreed, whereby the place of destination shall be the place of performance in accordance with Clause 6.1.

6.5. In the case of deliveries of goods without installation or assembly, the risk shall pass from the Contractor to Astrofein upon delivery at the place of performance. In case of deliveries with installation or assembly, the risk shall pass from the Contractor to Astrofein upon acceptance to be performed at the place of installation. The statutory provisions on the passing of risk in the event that Astrofein is in default of acceptance (obligee default) shall remain unaffected.



7. Official permits, export licenses

- 7.1. Upon conclusion of the contract and/or receipt of the order, the Contractor shall identify the goods ordered by Astrofein that are subject to export or re-export regulations in whole or in part. Contractor shall provide Astrofein with all information regarding the export regulations applicable to the goods, the commodity tariff number, the country of origin and the information required to classify the goods in the harmonized system of foreign trade statistics. The same shall apply in the event of a change in these export regulations. Contractor shall assist Astrofein in complying with these export provisions upon Astrofein's request. The "Export Form" provided for download on Astrofein's homepage is part of the order and/or the contract.
- 7.2. If the goods are subject in whole or in part to export regulations, the following shall apply:
 - 7.2.1. Contractor shall be responsible for obtaining, in a timely manner and at no cost to Astrofein, all official clearances, licenses and permits required for the export of the goods and the delivery of the goods to Astrofein (including the worldwide use of the goods by Astrofein, its customers or the end User in accordance with the terms of the purchase order, the contract or the end use statement);
 - 7.2.2. Contractor shall list for each item on all delivery bills and invoices the export control classification number, the number of the applicable export license (ECCN, EAR, ITAR) the commodity tariff number (HS code) and the country of origin;
 - 7.2.3. Contractor shall provide Astrofein with a copy of the export license, including a copy of all clauses to be observed on the part of Astrofein for re-export of the goods;
 - 7.2.4. if it is not possible for Contractor to fulfill its obligation in time or at all due to export regulations, Astrofein shall be entitled (in addition to any other rights Astrofein may have under the law and the contractual provisions) to revoke an unaccepted order or to withdraw from the contract.

8. Prices and terms of payment

- 8.1. The prices stated in the respective purchase orders or contracts shall be deemed to be firmly agreed and shall generally be exclusive of value added tax (if provided for by law).
- 8.2. Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. travel costs, proper packaging, transport costs including any transport and liability insurance).
- 8.3. Payments shall only be made against verifiable invoices that comply with the provisions of value added tax law. The invoices must show Astrofein's order or contract number as well as a detailed and complete list of the works performed, goods delivered or services rendered.
- 8.4. Unless otherwise agreed, Astrofein shall pay due claims of Contractor within 14 days from receipt of invoice with 3% discount or net within 30 days from receipt of invoice. Payment shall be made by bank transfer to the Contractor's account stated in the invoice or by sending a check.
- 8.5. If the end of the payment term falls on a Saturday, Sunday or public holiday, payment shall be made on the following working day.

- 8.6. Payments by Astrofein do not imply any acknowledgement of the invoice or the underlying delivery or service.
- 8.7. Astrofein does not owe any interest on arrears. The statutory provisions shall apply to default in payment.

9. Rights to the result/intellectual property rights

- 9.1. The Contractor shall grant Astrofein a non-exclusive, transferable right of use, unrestricted in time and space, to all work results achieved by the Contractor within the scope of the work for Astrofein, insofar as these are capable of being protected by intellectual property rights or contain components capable of being protected by intellectual property rights, for use in accordance with the purpose of the contract. This also applies to all documentation, plans, drawings, graphics, calculations, and other documents relating to the contract which the Contractor has either produced itself or had produced by third parties.
- 9.2. Within the scope of an order, a further granting of rights can be provided for.
- 9.3. If already existing industrial property rights, copyrights or un-protected rights (know-how) of the Contractor are used within the scope of the fulfillment of an order and if Astrofein needs them for the exploitation of the work result, Astrofein shall receive a non-exclusive, transferable, royalty-free right of use, unlimited in time and space, to the rights concerned for the use corresponding to the purpose of the contract.
- 9.4. All of the aforementioned transfers of rights shall be unconditionally settled with the Contractor's remuneration specified for the respective order.

10. Third-party rights

- 10.1. The Contractor shall be responsible for ensuring that the contractual use of its works, goods or services does not infringe any third-party rights.
- 10.2. In the event of infringement, the Contractor shall indemnify Astrofein against all claims asserted by third parties against Astrofein due to the infringement of third-party rights. In the event of infringement, the Contractor shall furthermore be obligated to either procure for Astrofein free of charge the right to use the works, goods or services in question in accordance with the contract or to modify them in such a way that the infringement of third-party rights ceases to exist but the work, good or service is nevertheless in accordance with the contract.

11. Warranty

- 11.1. If Astrofein has a duty to inspect and give notice of defects pursuant to section 377 of the German Commercial Code (HGB), Astrofein shall be entitled to give notice of defects within 2 weeks from delivery, unless a longer period for inspection and notice of defects is reasonable under the circumstances
- 11.2. If a material defect of the work, delivery or service becomes apparent within six months after the passing of risk to Astrofein, it shall be presumed that this material defect was already present at the time of the transfer of risk.
- 11.3. In all other respects, the warranty shall be governed by the statutory provisions.
- 11.4. In addition to the statutory claims, Astrofein may, due to a defect under a purchase contract or a contract for work and services, remedy the defect itself and demand reimbursement of the necessary expenses after unsuccessful expiry of a reasonable period set by Astrofein for subsequent performance, unless the Contractor justifiably refuses subsequent performance. In this respect, the statutory provision on self-help in the case of a contract for work and services (section 637 BGB) shall apply mutatis mutandis to items covered by a purchase contract. Astrofein may demand an advance payment from the Contractor for the expenses required to remedy the defect.

12. Liability

The Contractor shall be liable in accordance with the statutory provisions. Exclusions or limitations of liability are not recognized.

13. Spare parts, availability of supply

- 13.1. The Contractor is obliged to supply Astrofein with spare parts or operating materials for technical industrial products delivered or created by it for the period of the ordinary technical operating/service life-span of these goods on reasonable terms. This obligation shall also apply with respect to other goods, unless Astrofein could not in good faith expect a corresponding availability of spare parts and operating materials on the part of the Contractor due to the nature and intended use of the goods. The normal operating/service life-span is assumed to be ten years, unless Contractor proves a shorter normal operating/service life-span.
- 13.2. The obligation under Clause 13.1 shall not apply if the Contractor proves that Astrofein is able to procure the relevant spare parts or operating materials from another source on reasonable terms, if the Contractor names the supplier to Astrofein and if this supplier is indeed willing to supply Astrofein on such terms.
- 13.3. If the Contractor discontinues the delivery or manufacture of the goods or the spare parts after expiry of the period specified in Clause 13.1 or during this period, the Contractor shall inform Astrofein thereof in due time and give Astrofein the opportunity to place a final order on reasonable terms.
- 13.4. Astrofein shall be entitled to demand surrender of the objects created or materials not used in the performance of the service even if these objects/materials are not defined as delivery items but were financed with the remuneration to be paid by Astrofein for the respective service. The Contractor must

be notified of such demand at the latest upon delivery of the contractually agreed delivery items.

14. Confidentiality, documents

- 14.1. Models, samples, drawings, data, materials and other documents provided by Astrofein to Contractor (hereinafter "Astrofein Documents") shall remain Astrofein's property and shall be returned to Astrofein upon termination of an order and at any time upon Astrofein's request and corresponding copies or the like shall be deleted or destroyed. Unless otherwise agreed, Contractor shall not be entitled to use Astrofein's documents for any purpose other than the provision of the contractual services by Contractor. Any right of retention of the Contractor to the Astrofein documents is excluded.
- 14.2. Subject to statutory, judicial or official disclosure obligations, Contractor shall keep secret all technical, scientific, commercial and other information which by its nature is to be considered confidential and which Contractor obtains directly or indirectly from Astrofein or Astrofein's employees or vicarious agents under the contract (hereinafter "Confidential Information"), shall not commercially exploit it itself or through third parties, shall not disclose it to third parties or make it accessible to third parties in any other way. The Contractor shall only be entitled to disclose Confidential Information to employees or any approved subcontractors to the extent that such information is absolutely required by the employee or subcontractor for the performance of the contract ("need to know"). Confidential Information may not be used for any purpose other than the performance of the contract.
- 14.3. These obligations shall not apply to information, knowledge and experience that
- is demonstrably generally known without any breach of this confidentiality obligation by the Contractor,
 - was demonstrably already known to the Contractor prior to receipt of the Confidential Information,
 - has been obtained by the Contractor from a third party without any obligation to maintain confidentiality, or
 - which the Contractor has demonstrably worked out or developed independently of the Confidential Information.
- 14.4. The Contractor shall be obliged to ensure by means of suitable contractual agreements that all employees and other vicarious agents deployed by it for the performance of the contract are obliged to maintain confidentiality in accordance with the aforementioned provisions. The Contractor is obligated to instruct these persons in a suitable form on the careful handling of Confidential Information. The Contractor shall confirm Astrofein's compliance with these obligations in writing upon request.
- 14.5. The Contractor shall furthermore be obliged to take all precautions and measures necessary to ensure that the Confidential Information is effectively protected against loss and unauthorized access at all times. This includes in particular the creation and maintenance of suitable and necessary access precautions for premises, containers, IT systems, data carriers and other information carriers in or on which Confidential Information is located. The Contractor is obliged to



notify Astrofein without undue delay if a loss and/or unauthorized access of / to Confidential Information has occurred at the Contractor's premises or if a corresponding reasonable suspicion exists.

- 14.6. The Contractor may only mention, depict or otherwise use Astrofein's company name, logo or trademarks in advertising materials, when providing references or in other publications, if Astrofein has given its prior consent.

15. Sustainability and ethical behaviour, compliance

- 15.1. Astrofein is guided by the principle of sustainable development and observes internationally recognized fundamental standards for occupational safety, health and environmental protection, labor and human rights, and responsible corporate governance. Astrofein has described its understanding of these standards in the Code of Ethics and Conduct (<https://www.astrofein.com/astro-und-feinwerktechnik-adlershof/home/agb/>). Astrofein expects the Contractor to comply with these standards as well. The Contractor is obligated to encourage any subcontractors, sub-subcontractors and other vicarious agents to comply with corresponding standards and to monitor them in case of doubt.
- 15.2. Astrofein is entitled to verify or have verified by itself or by third parties commissioned by it the Contractor's compliance with the standards set forth in Clause 15.1 after notice. In this context, the Contractor is obligated to provide Astrofein with the documents and records required for the review upon request. The right to review or the obligation to provide documents and records shall not exist if this is unreasonable for the Contractor in the individual case or if justified confidentiality interests of the Contractor conflict with this.
- 15.3. Without prejudice to the foregoing provisions, the Contractor shall comply with all relevant laws and regulations in connection with the execution of the contract, including those relating to occupational health and safety as well as environmental protection and data protection. Furthermore, the Contractor shall not participate actively or passively, directly or indirectly, in any form of bribery. Illegal employment of any kind shall be refrained from.
- 15.4. The Contractor shall ensure that the employees deployed by it or its subcontractors or personnel service providers for the execution of contracts with Astrofein receive the statutory minimum wage according to the German Act Regulating a General Minimum Wage (MiLoG) or other possibly relevant provisions. Likewise, it shall ensure that the mandatory obligations to pay contributions to social security institutions, employers' liability insurance associations and other institutions are complied with.
- 15.5. In the event that Astrofein is justifiably held liable for payment of the statutory minimum wage or industry minimum wage by an employee of the Contractor or by an employee of a subcontractor used, irrespective of tier, or by a personnel service provider, the Contractor shall indemnify Astrofein against such claims upon first request. Any further claims of Astrofein shall remain unaffected.

16. Final provisions

- 16.1. These General Terms and Conditions of Purchase and the entire contractual relationship between Astrofein and Contractor shall be governed by the laws of the Federal Republic

of Germany, excluding the UN International Sale of Goods Convention.

- 16.2. Claims arising from a contract between Astrofein and a Contractor may only be assigned with the prior written consent of the respective other party.
- 16.3. Legally relevant declarations and notifications of the parties with regard to the contract (e.g. setting of deadlines, reminders, withdrawal, termination) shall be made in text form. Formal requirements stipulated by law and further proofs, in particular in case of doubts about the legitimacy of the party making a declaration, shall remain unaffected.
- 16.4. If the Contractor is a merchant within the meaning of the German Commercial Code, a legal entity 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 Berlin.
- 16.5. Should one or more of the provisions agreed between the contracting parties be or become invalid, the validity of the remaining provisions shall not be affected.
- 16.6. In place of an invalid provision, such a provision shall be deemed to have been agreed which, as far as legally possible, comes closest to what was intended by the contracting parties according to the original meaning and purpose of the invalid provisions with regard to place, time, extent and scope. Gaps in the contract shall be filled in accordance with what the parties would have agreed had they been aware of the need to regulate the issue on the basis of a reasonable assessment of the factual and legal situation and taking into account the justified interests of the other party in each case. This shall also apply if the invalidity of a provision is based, for example, on a measure of performance or time (period or date) prescribed in the contract; a legally permissible measure of performance or time (period or date) which comes as close as possible to that intended shall then be deemed to have been agreed. This Clause 16.6 shall not apply to these General Terms and Conditions of Purchase themselves.