

General Delivery Terms & Conditions of ATN Hölzel GmbH

1. Definitions, Applicability and Purpose

1.1 These General Delivery Terms and Conditions („GDTC“) apply to all business interactions between ATN Hölzel GmbH („ATN“) and its Customers („Customer“) – together the „Parties“. The GDTC shall only apply if the Customer is a Business Enterprise as defined under § 14 BGB), a legal entity or a special fund under public law.

1.2 The GDTC shall apply in particular to sale and/or delivery contracts of movable goods (hereinafter referred to as „Goods“), irrespective of whether ATN manufactures the Goods itself or purchases them from suppliers (§§ 433, 650 BGB). The GDTC also apply to the provision of installation, construction, engineering or other services by ATN. Unless otherwise agreed, the GDTC in the version valid at the time of the Customer's order or in the version last forwarded to Customer from ATN as a framework agreement for similar future contracts without ATN having to refer to them again in each individual case.

1.3 These GDTC shall apply exclusively. The Customer's terms and conditions are expressly rejected. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that ATN has expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if ATN fulfils the contract without reservation in the knowledge of the customer's general terms and condition. The GDTC shall be deemed accepted either by order confirmation of, or by delivery to the Customer.

1.4 Contracts shall only be concluded and processed under these GDTC and in compliance with ATN's Corporate Policy¹ and Code of Conduct¹. The Customer acknowledges these GDTC, ATN's Corporate Policy and Code of Conduct as binding. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information stated in the ATN order confirmation shall take precedence over these GDTC.

1.5 Legally relevant declarations and notifications by the Customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be in writing. Written form in the sense of this GDTC includes written and text form according to § 126a BGB (e. g. letter, e-mail, fax). Legal formal requirements and further proofs, especially in doubtful cases about the legitimacy of the declaring party, remain unaffected.

1.6 References to the applicability of statutory provisions shall only have a clarifying meaning. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GDTC. Section 13.2 of these GDTC remains as is.

1.7 Amendments, supplements or waivers to these GDTC and the Contract shall only be effective if documented in writing, dated and signed by ATN and the Customer. This shall also apply to amendments and/or supplements to this clause.

2. General Considerations

2.1 ATN's offers shall be subject to change and non-binding. This shall also apply if ATN has provided the customer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form. ATN reserves the right to make changes due to technical progress or requirements of the legislator, as well as reasonable changes in form, color and/or weight to the scope at hand.

2.2 ATN reserves its unrestricted property, copyright and commercial and intellectual exploitation rights to designs, cost estimates, drawings and other documents produced by ATN. Such documents may only be made accessible to third parties with ATN's prior consent and shall be returned to ATN immediately upon request. ATN's copyright shall neither be affected by payment of the agreed price for the goods nor by the handing over of multiple copies of the design documents. Customers shall therefore not be entitled, without the express written consent of ATN, to manufacture goods on the basis of ATN's design documents, to have them manufactured elsewhere in whole or in part, to make copies of the multiple copies handed over or to have them made or to distribute the documents and multiple copies handed over, to hand them over to third parties or to make the contents accessible to third parties. In this respect, it shall be irrelevant whether the relevant designs, drawings and similar documents were produced by ATN itself or by third parties on behalf of ATN. Further rights shall

¹ available under: <https://atngmbh.com/en/Company/Integrated-Management/>

remain unaffected. The original documents shall always remain the unrestricted property of ATN.

3. Order, Contract, Prices

3.1 Customer's order of goods shall be deemed a binding offer of contract. Unless otherwise stated in the order, ATN shall be entitled to accept this contractual offer within 2 weeks after its receipt by ATN. Order Acceptance by ATN may be declared either in text form (e.g. by order confirmation) or by delivery of the goods to the customer.

3.2 The exclusive contract basis shall be the contract itself or the order confirmation or, if such are not available, the Bill of Delivery in conjunction with the invoice of ATN. In each case, only the English language version shall be authoritative. Deviating agreements require written confirmation by ATN.

3.3 If the parties have agreed on special conditions, these shall in principle not apply to other, simultaneously ongoing and/or future contractual relationships with the customer, unless Parties agreed in writing to do so.

4. Prices, Payment Terms, Retention Rights, Set-Offs

4.1 Unless otherwise agreed, the prices valid at the time of conclusion of the contract shall apply Ex-Works and include loading at the factory. Excluded from the price are packaging, freight, postage and insurance. Any customs duties, fees, taxes and other public charges shall be borne by the customer. The prices are net prices. Value added tax will be charged additionally at the legally required rate. Packaging Material will not be taken back.

4.2 If, in case of contracts with an agreed delivery period of more than four months, significant cost increases (usually more than 10 %) for the goods have occurred, and in ATN's view make the relationship between performance and consideration appear unreasonable, ATN shall have the right to renegotiate the purchase price with the customer.

4.3 In the absence of other payment agreements, the agreed price shall be paid as follows:

- For customers not domiciled in the Federal Republic of Germany: in full within one week after receipt of the order confirmation.
- For customers with their registered office in the Federal Republic of Germany: 1/3 of the price within one week after receipt of the order confirmation, the remainder within one week after notification that the delivery is ready Ex-Works.

4.4 ATN shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. ATN shall declare such delivery and payment caveat at the latest with the order confirmation.

4.5 Upon expiry of the aforementioned payment period the Customer shall be in payment default, without any further notification required by ATN. During the period of payment default, interest shall be charged on the purchase price at the applicable statutory default interest rate. ATN reserves the right to assert and claim further damages caused by payment default. With respect to the Parties, its claim to the commercial due date interest rate (§ 353 HGB) shall remain unaffected.

4.6 The Customer shall only be entitled to set-off or retention rights to the extent that its claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's rights shall remain unaffected.

4.7 If, after the conclusion of the contract, it becomes apparent – e.g. by filing for insolvency proceedings – that ATN's right to the purchase price is jeopardized by the Customer's inability to pay, ATN shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a deadline for Customer to pay – to withdraw from the contract in accordance with § 321 BGB.). In the case of contracts for the production of unjustifiable items (e.g. custom-made products), ATN may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Customer agrees and shall be obligated to inform ATN in writing at an early stage of any impending insolvency.

5. Delivery, Risk Transfer, Sign-Off and Acceptance Delay

5.1 Delivery shall be Ex-Works, which is also the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). The delivery address specified by the Customer shall apply. Unless otherwise agreed in writing, ATN shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

5.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover. In the case of sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of

the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the customer is in default of acceptance.

5.3 If the Customer is in default of acceptance, fails to cooperate or if delivery is delayed for other reasons for which the Customer is responsible, ATN shall be entitled to claim compensation for any resulting damages, including additional expenses (e.g. storage costs).

5.4 Delivery periods stated by ATN shall always only be approximate and may be exceeded to a reasonable extent. This shall not apply if the delivery period has been expressly designated by ATN in writing as a binding delivery period.

5.5 The observance of deadlines for deliveries shall be subject to the timely receipt of all documents to be provided by the Customer, including but not limited to necessary approvals and releases, in particular of plans, as well as the observance of the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended accordingly. Such extension shall not apply if ATN is responsible for the delay.

5.6 A delivery deadline shall be deemed to have been met if the Customer has been notified that the goods are ready for dispatch or if the goods have left the factory by the time the deadline expires. The obligation to deliver shall be deemed to have been fulfilled as soon as the goods have been duly handed over to the competent carrier. The same shall apply to loading on ATN vehicles or on Customer's vehicles. This shall apply accordingly to partial deliveries. All deliveries to Customers shall be made at Customer's risk. ATN shall only take out transport insurance or other insurances at the expressed written request of the Customer and at the Customer's sole expense.

5.7 ATN shall be entitled to make a partial delivery if

- (a) the partial delivery is usable for the customer within the scope of the contractual right of destination,
- (b) the delivery of the remaining ordered goods is ensured and
- (c) the customer does not incur any significant additional expenses or costs as a result, unless ATN agrees to bear such additional costs.

5.8 ATN shall not be liable for impossibility of delivery or for delays in delivery caused by force majeure or other events not foreseeable at the time of conclusion of the contract (e.g. ATN shall not be liable for impossibility of delivery or for delays in delivery caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. disruptions of operations of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortage of labor, energy or raw materials, difficulties in procuring necessary official permits, pandemics or epidemics, official measures or the non-delivery, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by ATN). If such events make the delivery or performance substantially more difficult or impossible for ATN and the hindrance is not only temporary, ATN shall be entitled to withdraw from the contract. In the event of hindrances of temporary nature, the delivery or service deadlines shall be extended or the delivery or service deadlines shall be postponed by the period of the hindrance plus a reasonable start-up period. In case the Customer cannot reasonably be expected to accept the delivery or service as a result of the delay, Customer may withdraw from the contract by means of an immediate written notification to ATN.

5.9 If Customer delays dispatch or delivery after ATN's notification of readiness for dispatch, ATN may charge Customer storage costs amounting to 0.3 % of the price of the goods to be stored for each month or part thereof, up to a maximum of 5 % in total. The Parties shall be at liberty to prove higher or lower storage costs.

6. Contractual Penalty

6.1 If the customer unjustifiably withdraws from a place order, or if the contract is not executed for reasons for which the customer is responsible, ATN may claim 10 % of the agreed price as a contractual penalty.

6.2 This Contractual Penalty shall be without prejudice to ATN's right to claim higher actual damages.

7. Warranty

7.1 The statutory provisions shall apply to the Customer rights in the event of material defects and defects of title (including incorrect and short deliveries as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the statutory provisions on reimbursement of expenses in the case of final delivery of the newly manufactured goods to customer (supplier recourse in accordance with §§ 478, 445a, 445b) remain unaffected, unless, e.g. in the context of a quality assurance agreement, an equivalent compensation has been agreed to between the parties..

7.2 As a matter of principle, only the contractual product description is agreed as the quality enchmark for the goods subject to the contract. Public statements, promotions or advertising material do not constitute contractual information about the quality of the goods. Information and data contained in data sheets, brochures and other advertising and information material only serve as non-binding guide values and only become a binding part of the contract if ATN has expressly agreed to do so in writing.

7.3 Quality and shelf life specifications are only valid as guarantees if they are expressly designated as such in writing. The same applies to accepting procurement risks.

7.4 Claims for defects do not exist or arise in case of of insignificant deviations from the agreed quality and/or in the event of insignificant impairment of usability.

7.5 If the delivered item is defective, ATN has the right to choose whether ATN will provide supplementary performance by eliminating the defect (repair) or by delivering a defect-free item (replacement delivery). If the type of supplementary performance chosen by ATN is unreasonable, Customer, in individualcases, may can reject it. The right to refuse supplementary performance under the statutory requirements remains unaffected.

7.6 ATN is entitled to make the supplementary performance owed, dependent on the customer paying the purchase price due. However, Customer is entitled to retain a part of the purchase price that is reasonable in relation to the defect.

7.7 Customer must give ATN the time and opportunity required for the supplementary performance owed, in particular to hand over the goods complained about for inspection purposes. In the case of a replacement delivery, Customer must return the defective item at ATN's request in accordance with the statutory provisions. However, Customer does not have a right to a return. Subsequent performance does not include the removal or dismantling of the defective item, nor the installation, attachment or installation of a defect-free item if ATN was not originally obliged to provide these services. Customer's claims for reimbursement of corresponding removal and installation costs) remain unaffected.

7.8 ATN shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance. Particularly transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and this GDTC, if a defect is actually present. Otherwise, ATN may demand reimbursement from Customer of the costs incurred as a result of the unjustified request to remedy the defect if customer knew, or was negligent in not knowing. that no defect actually existed.

7.9 The place of subsequent performance shall be ATN's place of business in Oppach, Federal Republic of Germany.

7.10 If a reasonable period to be set by customer for subsequent performance has expired unsuccessfully or, is dispensable under the statutory provisions, customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there shall be no right of rescission from the contract.

7.11 ATN shall not be liable for defects of which the customer is aware of at the time of conclusion of the contract or, is not aware of due Customer's gross negligence (§ 442 BGB). Furthermore, Customer's claims for defects presuppose that customer has complied with its statutory duties of inspection and notification (§§ 377, 381 HGB). In the case of goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent upon delivery, inspection or at any later time, ATN shall be notified thereof in writing immediately. In any event, obvious defects shall be notified in writing within five working days of delivery and, defects not apparent upon inspection within the same period of time from discovery. If the customer fails to duly inspect and/or notify the defect, ATN's liability for the defect not notified or, not notified in time or, not notified properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for installation and/or attachment, this shall also apply if the defect became apparent, as a result of the breach of one of these obligations, only after the corresponding processing. In this case, Customer shall have no claims for reimbursement of corresponding costs („removal and installation costs“).

7.12 If customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, Customer shall not be entitled to any additional claim for damages due to the defect.

7.13 If customer receives defective assembly instructions, ATN shall only be obliged to deliver assembly instructions free of defects and only if the defect in the assembly instructions prevents proper assembly.

7.14 If Customer's design documents, samples, drawings or other information are used in the production on behalf of the customer, the customer shall be solely responsible vis-à-vis third parties for ensuring that no third-party rights are infringed. Customer shall also be responsible for the correctness of the information and for the suitability of the manufactured goods for the purpose intended by Customer.

7.15 If Customer or third parties carry out improper modifications or repair work, there shall also be no claims for defects for these and the resulting consequences, unless the customer can prove that the defect complained of was not caused by these modifications or repair work.

8. Limitations of Liability

8.1 Unless otherwise provided in these GDTC, including the following provisions, ATN shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 ATN shall be liable for damages, irrespective of the legal grounds, within the scope of fault liability in the event of intent and gross negligence. In the event of ordinary negligence, ATN shall only be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), in the following cases:

- (d) for damages resulting from injury to life, body or health,
- (e) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfillment of which enables the proper execution of the contract in the first place and on the observance of which the contractual partner regularly relies and may rely); in this case, however, ATN's liability shall be limited to the compensation of the foreseeable, typically occurring damage.

8.3 The Limitations of Liability resulting from section 8.2 shall also apply to third parties, as well as in the event of breaches of duty by persons (also in their favor) whose fault ATN is responsible for, according to statutory provisions. The Limitations of Liability shall not apply if a defect has been fraudulently concealed or, a guarantee for the quality of the goods has been assumed and, for claims of Customer under the Product Liability Act.

8.4 Due to a breach of duty which does not consist of a defect, Customer may only withdraw from or terminate the contract if ATN is responsible for the breach of duty. A right for Customer to terminate at contract at will (in particular according to §§ 650, 648 BGB) shall be excluded. In all other aspects, the statutory requirements and legal consequences shall apply.

9. Statute of Limitations

9.1 Notwithstanding Section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one (1) year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 The above-mentioned Statute of Limitations period also apply to contractual and non-contractual claims for damages of Customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, this shall not apply

- (a) in the case of intent,
- (b) in the case of guaranteed characteristics,
- (c) if ATN has fraudulently concealed the defect,
- (d) in cases of injury to life, body, health or freedom,
- (e) in the case of claims under the Product Liability Act,
- (f) in the event of a grossly negligent breach of duty or in the event of a breach of essential contractual obligations.

In these cases, the statutory limitation periods shall apply.

9.3 If a replacement delivery is made within the scope of liability for defects, the limitation period shall not recommence.

10. Retention of Title (Ownership)

10.1 ATN shall retain ownership to the goods delivered by ATN until full settlement of all its present and future claims arising from the contract and, an ongoing business relationship. If the enforceable value of all security rights to which ATN is entitled exceeds the amount of its claims by more than 20 %, ATN shall, at Customer's request, release a corresponding part of the ownership rights at its discretion.

10.2 Customer shall be obliged to treat the goods with care. If maintenance and inspection work is required, Customer shall carry aforementioned activities regularly at its own expense.

10.3 Goods subject to ownership retention by ATN may neither be pledged to third parties nor assigned as security by Customer, before Customer has paid ATN in full. Customer shall immediately notify ATN in writing if an application for the opening of insolvency proceedings is filed or if third parties seize the goods belonging to ATN.

10.4 In the event of a breach of contract by Customer - in particular in the event of non-payment of the purchase price due - ATN shall be entitled to withdraw from the contract in accordance with the statutory provisions or/and to demand surrender of the goods on the basis of the retention of ownership. The demand for return of the goods does not simultaneously include the declaration of withdrawal. ATN is rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, ATN may only assert these rights if ATN has previously and unsuccessfully set a payment deadline for Customer or, if such a deadline is dispensable according to the statutory provisions.

10.5 Until revoked in accordance with paragraph (c) below, Customer is authorized to resell and/or process the goods subject to retention of ownership in the ordinary course of business. In this case, the following provisions shall apply additionally.

- (a) The retention of ownership shall extend to the products resulting from the processing, mixing or combination of the goods at their full value, whereby ATN shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the latter's right of ownership remains, ATN shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of ownership.
- (b) Effective immediately Customer assigns as security to ATN the claims against third parties, arising from the resale of the goods. ATN accepts the assignment. The obligations of Customer set out in clause 10.3 shall also apply in respect of the assigned claims.
- (c) The customer, in addition to ATN, shall remain authorized to collect the claim. ATN agrees not to collect the claim as long as Customer meets its payment obligations towards ATN, there is no deficiency in Customer's ability to pay and ATN does not assert the retention of ownership by exercising a right pursuant to section 10.4. If this is the case, ATN may demand that Customer discloses to ATN the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the Debtors (third parties) of the assignment. Furthermore, in such event ATN shall be entitled to revoke Customer's authority to further sell and process the goods subject to retention of ownership.

11. Conditions for Goods processing according to Customer specifications

11.1 Customer shall indemnify ATN against claims of third parties, which the latter may assert against ATN in connection with an infringement of their rights through the contractual use of Customer's specifications. In this regard, Customer shall also bear the all costs of the necessary legal defense, including all court and attorney fees in the statutory amount. This shall not apply if Customer is not responsible for the infringement. In the event of a claim by third parties, Customer shall be obliged to provide ATN immediately, truthfully and completely with all information necessary for the examination of and defense against a third party claim.

11.2 ATN reserves the right to refuse processing orders if the specifications and information provided by the customer for this purpose violate legal or official prohibitions or, offends common decency. This shall apply in particular in the event of the provision of anti-constitutional, racist, xenophobic, discriminatory, insulting, youth-endangering and/or violence-glorifying content.

12. Data Privacy Notice

Personal Data required for Contractual purpose may only be collected, processed and used for a specific Contractual purpose in accordance with the European Data Security Regulation (EU GDPR) and the German Federal Data Protection Act (BDSG).

13. Final Provisions

13.1 Applicable Law, Jurisdiction, Place of Performance

These GDTC, the Contract and all rights and obligations under this Contract shall be governed by and construed in accordance with the laws of the Federal Republic of Germany. The application of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods, shall be excluded.

The exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Görlitz, Germany. This shall also apply if the customer does not have a general place of jurisdiction in Germany or if Customer's registered office or usual place of residence is not known at the time the action is filed. However, ATN shall also be entitled to file a legal action at the place of performance of the delivery obligation pursuant to these GDTC or, a prior individual agreement or, at the general place of jurisdiction of the customer. Prior statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

Unless otherwise Contractually agreed, the place of performance is at ATN's registered office location in Oppach, Federal Republic of Germany.

13.2 Contract Loopholes (Severability Clause)

In case that individual provisions of these GDTC should – in whole or in part – be invalid or unenforceable, § 306 BGB (Section 306 of the German Civil Code) shall apply. In the event that these GDTC contain loopholes, those legally binding provisions shall be deemed agreed upon to fill such loopholes, which the parties would have agreed upon – in accordance with the economic objectives of the purpose of these GDTC – as if they had known about the loophole.

13.3 Effective Date

These GDTC are effective as of July 1st, 2023. Existing business, Contracts or Orders issued before this date will remain subject to the GDTC that were effective when the pertaining business, Contracts and Orders were issued and remain effective until they are completed.

13.4 Updates

ATN reserves the right to update its GDTC.

ATN encourages its Customers to check the ATN GDTC frequently at <https://atngmbh.com/en/terms-of-purchase-and-delivery/>.