

Terms and Conditions of Purchase

Of Alpine Metal Tech Germany GmbH (HRB 103695, Kochstraße 2, 66763 Dillingen/Saar)

1. General

- 1.1. These Terms and Conditions of Purchase apply in the business transactions of Alpine Metal Tech Germany GmbH (hereinafter: AMT); they apply exclusively. AMT does not recognize terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase unless AMT has expressly agreed in writing to their application. These Terms and Conditions of Purchase also apply if AMT accepts the supply from the supplier without reservation in the knowledge of terms and conditions of the supplier that conflict with or deviate from these Terms and Conditions of Purchase.
- 1.2. All agreements made between AMT and the supplier over and above these Terms and Conditions must be recorded in writing.
- 1.3. These Terms and Conditions of Purchase apply only to entrepreneurs pursuant to Section 310 Para. 1 BGB [*German Civil Code*].

2. Conclusion of contract, order, modification of contract, order documents, correspondence

- 2.1. The supplier is obliged to accept the order from AMT within a period of 2 weeks taking account of the delivery dates and delivery periods stated in the order.
- 2.2. Only orders from AMT that are issued in text form (including email and fax) are binding.
- 2.3. AMT reserves the rights of ownership and copyright to illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without the express written consent of AMT. They must exclusively be used for production on the basis of the order from AMT; they must be returned unasked after the order has been processed. They must be kept secret from third parties; the provision in Point 9 of these Terms and Conditions also applies.
- 2.4. The complete order number (or where applicable enquiry number) must always be stated in correspondence, as well as the letter reference and date of previous correspondence. Queries must be directed exclusively to AMT.

3. Prices, payment terms, invoices, setoff, rights of retention, cession

- 3.1. Domestic prices are net prices without VAT.
- 3.2. If delivery takes place before the agreed delivery dates/period, the payment periods only commence with the originally agreed delivery date/period.
- 3.3. Unless agreed otherwise, AMT shall make payment within 14 days from the proper delivery/performance with 3% discount, or within 30 days without discount.
- 3.4. The invoice must clearly show the order number, order item, article number, article name and component name.
- 3.5. The invoice must be submitted showing the corresponding VAT percentage and the amount of VAT.
- 3.6. The invoice must be addressed to Alpine Metal Tech Germany GmbH, Kochstraße 2, 66763 Dillingen/Saar. If it is addressed otherwise, the invoice shall only be deemed to have been received when it is delivered to AMT in Dillingen/Saar.
- 3.7. In the event of a partial delivery, AMT shall only make payment after receipt of the entire order.
- 3.8. AMT is entitled to rights of setoff and retention to the statutory extent.
- 3.9. The supplier's claims may only be ceded with the express written consent of AMT.

4. Delivery, delivery dates and periods, transfer of risk and ownership

- 4.1. The delivery dates or periods stated in the order from AMT are binding and must strictly be complied with.
- 4.2. Compliance with the delivery dates or periods shall be determined by the receipt of the goods by AMT including the necessary documentation.
Delivery dates/periods shall only have been met when the necessary documentation (e.g. technical, dispatch and testing documentation) has been delivered in full.
- 4.3. In the event of premature delivery without the agreement of AMT, AMT reserves the right to assert the associated costs (rental for storage space etc.).
- 4.4. The supplier is obliged to inform AMT immediately in writing stating the reasons if circumstances occur or become recognizable to the supplier from which it is apparent that the agreed delivery dates/periods cannot be complied with.
- 4.5. In the event of non-compliance with the agreed delivery dates/periods AMT shall be entitled to the statutory claims.
- 4.6. The unconditional acceptance of delayed deliveries does not mean any renunciation by AMT of the assertion of claims on account of late delivery.

Alpine Metal Tech Germany GmbH

Kochstraße 2, 66763 Dillingen/Saar, Germany / Europe
Tel.: +49 6831 89446-0, Fax: +49 6831 89446-110
E-Mail: germany@alpinemetaltech.com
Web: www.alpinemetaltech.com



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- 4.7. Partial deliveries are strictly not permitted unless AMT has expressly agreed to them.
- 4.8. Unless prescribed otherwise in the order, the delivery terms are deemed to be:
Domestic: DAP named destination in accordance with INCOTERMS 2020
Abroad: DAP named destination in accordance with INCOTERMS 2020 with export formalities completed
- 4.9. The transfer of ownership shall take place simultaneously with the stipulated transfer of risk in accordance with INCOTERMS 2020.

5. Packaging, labelling and shipment

- 5.1. The goods must be packed suitably and properly in accordance with the instructions from AMT, or in the absence of instructions, in the customary manner.
- 5.2. The return of the means of transport and packaging requires a separate agreement.
- 5.3. Returns take place at the supplier's risk and expense.
- 5.4. The ordered goods must be labelled as follows:
order number, order item, article number, article name and component name
- 5.5. By arrangement, the supplier must take out transport insurance at its own expense.
- 5.6. Ancillary costs associated with the execution of the order that are neither regulated in a separate agreement with the supplier nor in the INCOTERMS 2020 shall be at the supplier's expense.

6. Liability for defects – inspection for defects

- 6.1. AMT inspects delivered goods only for defects and variations in identity that can be identified externally, as well as for externally recognizable transport damage.
- 6.2. In respect of such defects as AMT is unable to identify in accordance with Point 6.1, the supplier shall waive the objection of late notification of defects.
- 6.3. AMT shall be entitled to the statutory claims under warranty in full; in any case, AMT shall be entitled at its own choice to request that the supplier remedy the defects or deliver an item that is free from defects. AMT expressly reserves the right to compensation in place of performance.
- 6.4. Without prejudice to other rights, if the supplier does not fulfil its obligations within the appropriate period set by AMT, AMT shall be entitled to remedy defects or damages at the supplier's expense or have these rectified by third parties.
- 6.5. The warranty period for material defects is 24 months from commissioning, at the longest however 30 months from the transfer of risk. In the event of supplementary performance, in the form of the remedying of defects or the delivery of an item that is free from defects, the warranty period shall recommence from the beginning on the date of supplementary performance.



Banking details:
Bayern LB München
IBAN: DE56 7005 0000 0004 3418 96
BIC: BYLADEM3333

HSBC Trinkhaus + Burkhardt AG Düsseldorf
IBAN: DE22 3003 0880 0014 1140 09
BIC: TUBDDE33

Legal form of company: GmbH, Location Dillingen/Saar
General Management: Thorsten Quadflieg, Michael Kissel
Industrial Court: Saarbrücken, HRB 103695
VAT No.: DE113847594

7. Property rights

- 7.1. The supplier warrants that no rights of third parties shall be infringed in connection with its supply.
- 7.2. If AMT is claimed against by third parties for the aforementioned reasons, the supplier shall be obliged on first request to indemnify AMT against these claims; AMT shall not be entitled to make any agreements of any kind with the third party, and in particular to effect any compromise, without the supplier's consent.
- 7.3. The supplier's duty of indemnification relates to all expenses that AMT necessarily incurs from or in connection with being claimed against by a third party.

8. Product liability, indemnity, insurance

- 8.1. The supplier shall bear unlimited liability for damages within the meaning of the Produkthaftungsgesetz [*Product Liability Act*].
- 8.2. Insofar as the supplier is responsible for a product defect, it must on first request indemnify AMT against claims from third parties for damages and the reimbursement of costs.
- 8.3. Insofar as possible and reasonable, AMT shall instruct the supplier on the content and extent of the recall measures to be undertaken.
- 8.4. Other statutory rights remain unaffected.
- 8.5. The supplier is obliged to ensure there is sufficient insurance protection in respect of its obligations. At the request of AMT the supplier must provide evidence of this insurance protection.

9. Secrecy

- 9.1. The supplier undertakes to maintain secrecy in respect of the information of which it gains knowledge in connection with the order or the processing of the order, insofar as this is not generally known or has not lawfully otherwise accrued to the supplier.
- 9.2. The supplier shall use the data of which it has become aware exclusively for the purpose of processing the order.
- 9.3. The supplier must protect these data and this information from access by third parties, and must likewise oblige its employees and assistants that are involved, as well as subcontractors, to corresponding secrecy.
- 9.4. The provisions concerning secrecy and data protection shall continue to apply even after the complete fulfilment of the order and the ending of all contractual relations with the supplier.
- 9.5. After provision of the performance, the supplier must return or destroy all documents and data provided by the customer as well as any copies thereof, or in the event of an order being placed, must store them securely.

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10. Applicable law, place of jurisdiction

10.1. The law of the Federal Republic of Germany shall apply; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

10.2. The contractual language is German.

10.3. The exclusive place of jurisdiction is Saarbrücken.

Valid as of 06/08/2021



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