

parties. Costs and risk of the unaccepted goods shall be handled by the contractor. Furthermore, LINK GmbH is entitled, without prejudice to further statutory provisions, at our discretion to cancel the contract granting a reasonable grace period, to conclude hedging transactions and/or to claim damages for non-fulfillment. LINK GmbH is entitled to reimbursement of all additional costs incurred due to the delay in deliveries or services. The acceptance of the delayed delivery or service does not constitute a waiver of claims for compensation.

- 3.4. If the delivery is over-due, LINK GmbH has right to request the supplier pay a contractual penalty of 0.3% per working day of the total goods value based on total over-due dates, but the total amount of the penalty shall not more than 5% of the goods value. The contractual penalty will be offset against a claim for damages due to the delay. In the case of a contractual penalty for over-due delivery, the right to a contractual penalty shall be retained even it is not expressly asserted upon acceptance of the delivery. An express reservation of the contractual penalty according to §348 BGB at the time of acceptance is not required. Rather, contractual penalties can be asserted by LINK GmbH until the final payment and by offsetting against the final invoice. Further claims shall also remain in force without special reservation upon acceptance.

4. QUALITY AND ACCEPTANCE

- 4.1. The contractor assures that the goods comply with relevant standards and the state of the art.
- 4.2. LINK GmbH reserves the right to inspect the goods immediately upon receipt for obvious and visible defects, and only then to accept them. In case of a claim, the contractor may be charged with the costs of inspection and replacement. In the case of any type of defect, the notification period is 14 days from their discovery. During the warranty period, the contractor waives the objection of late notification regarding hidden defects.
- 4.3. For dimensions, weights and quantities of a delivery, the values determined during the incoming goods inspection are binding.

5. PRICES, TERMS OF PAYMENT AND TRANSFER OF RISK

- 5.1. The price of ordered goods given on the order shall be applied. If a higher price is issued on the order confirmation, it must be agreed by LINK GmbH in writing. The agreed price in this way are highest price. Subsequent price adjustments to the detriment of LINK GmbH are hereby objected, unless the adjustment has been expressly agreed in writing by LINK GmbH after corresponding notification.

In this respect, the unobjectionable acceptance of the goods does not constitute consent to a price increase in the sense described above. On the other hand, unless otherwise agreed in individual cases, price reductions between the initiation of the order and delivery of the goods shall benefit LINK GmbH in full.

- 5.2. Invoice shall be issued after dispatch of the goods immediately, the order No. and the article No. of LINK GmbH shall be listed on the invoice. The value added tax must be showed separately.
- 5.3. Payment is subject to proper delivery as well as price and mathematical correctness. If a defect subject to warranty is detected, LINK GmbH shall be entitled to withhold payment until the warranty obligation has been fulfilled.
- 5.4. Unless otherwise agreed, the invoice shall be paid either within 20 days with 3% discount, within 30 days with 2% discount or within 60 days without discount. The discount period runs

from the time which LINK GmbH had received a price and mathematically correct invoice, as well as the goods or the services have been rendered. LINK GmbH will not be liable for the resulting delay of the payment if these conditions are not fulfilled. Payment is subject to approval.

- 5.5. The supplier bears the material risk until acceptance of the goods by us or our agent at the place to which the goods are to be delivered in accordance with the order.
- 5.6. If LINK GmbH provides goods to the supplier for the purpose of assembly, testing or commissioning of goods that have already been assembled, and/or LINK GmbH requested the supplier to supervise the assembly of the goods, the supplier shall be liable for the risk from the time provisions of the goods from LINK GmbH, until the time goods are accepted by LINK GmbH.

6. SET-OFF AND ASSIGNMENT

- 6.1. The contractor is only entitled to offset undisputed or legally established claims. If payments have been made by LINK GmbH prior to delivery, ownership shall be transferred to LINK GmbH on a pro rata basis at the time of payment.
- 6.2. Without the prior written consent of LINK GmbH, the supplier shall not assign its claims and obligations under this contract in whole or in part to third parties. All contractual obligations for the supplier remain unaffected by such consent.

7. WARRANTY

- 7.1. Unless otherwise agreed, the limitation period for claims for defects shall be 36 months from the transfer of risk. Upon first request, the contractor shall indemnify LINK GmbH against all claims of third parties raised due to defects, infringement of third-party property rights or product damage to his delivery due to his share of causation. The supplier is obliged to maintain product liability to a sufficient extent.
- 7.2. In the case of defective delivery, the contractor shall base on the discretion of LINK GmbH to provide replacement at its own costs, grant a price reduction in accordance with the statutory provisions on the reduction or remedy the defect with free of charge.
- 7.3. In urgent cases, LINK GmbH has the right to remedy the defects itself after consultation to the contractor, to have the defects repaired by a third party, or to procure a replacement in any other way. All occurred costs shall be paid by the contractor. The same shall be applied if the contractor not fulfilled the warranty obligation. If, in accordance with the statistical test procedure specified in the order, the maximum permissible proportion of errors is exceeded, LINK GmbH shall be entitled to assert claims for defects with regard to the entire delivery or to inspect the entire delivery at the contractor's cost after prior consultation with the contractor.
- 7.4. The Contractor shall be liable for replacement deliveries and rectification work to the same extent as for the original delivery item, i.e. also for transport, travelling and labor costs, but without limitation. The warranty period for replacement begins from the goods receiving date by LINK GmbH.
- 7.5. The contractor is obliged to reimburse reasonable costs for a recall campaign due to product liability law. A notification of the statement will be sent to the contractor by LINK GmbH as soon as possible.

8. CONFIDENTIALITY

- 8.1. All internals in the broadest sense from LINK GmbH, including information about tests, production, programming, drawings, plans, drafts, prototypes, samples the provision of other services, which the supplier became aware of while fulfilling the contract, he is obliged to maintain secrecy. The supplier is not entitled to announce the existence of a contract in any brochures, advertisements, medias or letters, etc., to third parties without permission of LINK GmbH.
- 8.2. For each individual culpable breach of the obligation of secrecy pursuant to 8.1., the supplier shall pay a contractual penalty as the minimum amount of the damage to LINK GmbH, the amount of penalty shall be determined by LINK GmbH at its reasonable discretion. The assertion of further damages is not excluded.

9. INFORMATION AND DATA

- 9.1. Drawings, drafts, samples, manufacturing instructions, internal company data, tools, molds, equipment, etc., which LINK GmbH has provided to the contractor for the submission of an offer or for the execution of an order, remain the property of LINK GmbH. They may not be used for other purposes, duplicated or made available to third parties, they must be kept with the care of a prudent businessman.

Manufacturing equipment provided by LINK GmbH or manufactured for LINK GmbH (programming, tools, molds, drawings, plans, drafts, prototypes, models, gauges, working documents, etc.) may only be used for the preparation of offers and for the execution of our orders. They shall not be made accessible to third parties without permission of LINK GmbH. They shall be kept free of charge and in proper form until callback, but for no longer than 3 years after use, and then handed over to us. They must be insured against damage or loss by the supplier. To the extent that this can be successful their usefulness and value retention are to be ensured via appropriate professional maintenance.

10. THIRD-PARTY PROPERTY RIGHTS

- 10.1. The contractor assures that the rights of third parties do not conflict with the intended use of the purchased goods, in particular the property rights of third parties are not infringed.

However, if the claims are infringed to the rights of third-parties, such as copyrights, patents and other property rights, the contractor shall indemnify LINK GmbH from this and from any related service.

11. IMPORT AND EXPORT CONTROL LAW

- 11.1. The supplier must comply with the applicable requirements of national and international export, customs and foreign trade law for all goods to be delivered and services to be provided. The supplier must obtain the necessary shipment or export permits, unless it is not the supplier, but LINK GmbH or a third party that is obliged to apply for these permits according to the applicable foreign trade law.

In case of import, export as well as re-sale of the goods and services from LINK GmbH, the supplier shall provide all documents and information of the goods required by LINK GmbH to comply with the applicable foreign trade law for import goods as early as possible, but no later than 10 days before the delivery date.

12. REACH, CLP, ROHS, CONFLICT MINERALS

- 12.1. The supplier shall also be responsible for ensuring that the goods comply with the provisions of Regulation (EC) No. 1907/2006 ("REACH Regulation") on the registration, evaluation, authorisation and restriction of chemical substances, as amended. In particular, the substances contained in the goods are pre-registered or registered, to the extent required by the provisions of the REACH Regulation. In accordance with the provisions of the REACH regulation, the supplier shall provide LINK GmbH with safety data sheets and further necessary information without being asked. In particular, restrictions and/or prohibitions of substances or uses and any substances on the Candidate List (SVHC) must be observed and communicated.
- 12.2. Chemical raw materials must be classified, labelled and packed in accordance with Regulation (EC) No. 1272/2008 ("CLP Regulation").
- 12.3. The supplier shall also be responsible for ensuring that the goods or parts thereof to be delivered by him fully comply with the requirements of Directive 2011/65/EU ("RoHS") as amended, as well as the national regulations issued within the European Union in implementation of this directive and are suitable for RoHS-compliant manufacturing processes.
- 12.4. The supplier shall ensure that processes are established for the conflict minerals tin, tungsten, tantalum and gold, as well as for other raw materials such as cobalt, which are in line with the guidelines of the Organization for Economic Cooperation and Development (OECD) for the fulfilment of the due diligence obligation to promote responsible supply chains for minerals from conflict-affected and high-risk areas. Smelters and refineries without adequate, audited due diligence processes should be avoided as a matter of principle.

13. PRIVACY

- 13.1. The contractor declares his revocable consent that the personal data provided will be processed in compliance with the statutory provisions on an order-related basis.

14. SEVERABILITY CLAUSE

- 14.1. The invalidity of individual provisions shall not affect the validity of the remaining provisions. Should a provision be or become invalid, it will be replaced by an economic, equivalent provision. Changes or additions to these Terms and Conditions of Purchase must be made in writing. Verbal agreements are only valid if they are confirmed in writing.

15. PLACE OF JURISDICTION, APPLICABLE LAW

- 15.1. The place of jurisdiction is the place from which the order was placed. The contract is subject to the laws of the Federal Republic of Germany to the exclusion of conflict of laws. The application of the Hague Uniform Laws on Contracts for the International Sale of Goods, the Uniform UN Convention on Contracts for the International Sale of Goods or other conventions on the law on the sale of goods is excluded.

16. SUPPLY CHAIN DUE DILIGENCE

- 16.1. Compliance with the Code of Conduct for Suppliers of LINK GmbH is a prerequisite for cooperation.