



AKASOL AG (“AKASOL”)

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General Information / Scope

1.1 These General Terms and Conditions of Purchase (“**Terms and Conditions**”) apply to all future contracts between AKASOL and the supplier concerning the provision of supplies and services (“**Deliveries**”) by the supplier. All Deliveries are made on the basis of these Terms and Conditions. Conflicting Terms and Conditions or Terms and Conditions that deviate from or supplement these Terms and Conditions shall be excluded and apply only if and to the extent that AKASOL has expressly agreed to these in writing. This applies also when AKASOL has not expressly objected to the validity of such conflicting or deviating Terms and Conditions or has accepted or paid for Deliveries without reservation.

1.2 These Terms and Conditions apply exclusively to business transactions with companies within the meaning of S. 14 BGB (German Civil Code), with legal entities under public law, and with special funds under public law (“**Supplier**”).

1.3 Within the context of an ongoing business relationship, these Terms and Conditions also apply to all future business dealings relating to Deliveries between AKASOL and the Supplier.

1.4 AKASOL reserves the right to amend the Terms and Conditions which have become an integral part of the contract. Any amendment to the Terms and Conditions shall become an integral part of the contract concluded between AKASOL and the Supplier, when (i) AKASOL notifies the Supplier of the amendment; and (ii) the Supplier does not object in writing to the notification of change within two weeks of receiving the notification of change, whereby AKASOL shall point out the legal consequences of the failure to object to the notification of change.

2. Formation of Contract

2.1 The conclusion of the contract requires a written declaration by AKASOL. The requirement for the written form is deemed to have been met if the declaration is made by electronic data transmission (e.g. EDI), by SAP document or by email as a PDF document. This requirement for the written form applies also to post-contractual verbal and other agreements. AKASOL also remains entitled to bring about the conclusion of a contract by accepting or paying for a Delivery without reservation.

2.2 Quotations by the Supplier shall be made to AKASOL free of charge. The same applies to cost estimates. AKASOL may accept a quotation by the Supplier within two weeks of its submission. Until the expiry of this period, the Supplier is bound by his quotation. Silence on the part of AKASOL does not constitute reliance on the conclusion of a contract. If AKASOL’s acceptance of a quotation made by the Supplier is received late by the Supplier, the latter shall notify AKASOL of this immediately.

2.3 If AKASOL does not receive the order confirmation from the Supplier within five (5) days of the order having been received by the Supplier, AKASOL shall be entitled to cancel the order.

2.4 Insofar as confirmation of the order by the Supplier substantively differs from the order made by AKASOL, the Supplier must specifically highlight this in the order confirmation; such deviations only become a term of the Contract to the extent that AKASOL accepts these in writing.

2.5 AKASOL has the right to change the time and location of the Delivery as well as the type of packaging at any time by written notification, subject to a notice of at least one week prior to the agreed Delivery date, provided the new place of Delivery is located within 100 km of the Delivery place initially agreed. The same shall apply to changes to product specifications insofar as these can be implemented within the scope of the Supplier’s normal production process without significant additional expenditure, whereby in such cases the period of notice shall be at least two months; if a change to the product specifications results in delays in Delivery, the Delivery date originally agreed shall be postponed accordingly. AKASOL shall reimburse the Supplier for any proven and reasonable additional costs incurred as a result of changes according to sentence 1 or sentence 2 of clause 2.5. The Supplier shall notify AKASOL in writing of the additional costs to be expected from him on the basis of a careful assessment and, in the event of changes to the product specifications according to sentence 2 of clause 2.5, any delays in Delivery caused by such changes, in good time before the Delivery date, but at least within seven days of receipt of the notification of change from AKASOL.

2.6 Unless otherwise agreed, calls for Delivery within the scope of the existing quantity contracts or framework agreements on Delivery must be actioned by the Supplier if AKASOL does not receive a justified written objection from the Supplier within two (2) days after receipt by the Supplier of the Delivery request. There is no obligation by AKASOL to request deliveries or submit orders under a quantity contract or framework agreement.

2.7 Deliveries of plans, samples and models shall not be remunerated by AKASOL unless expressly agreed otherwise.



3. Prices and Payment Terms

3.1 The agreed prices are binding and quoted DDP including all ancillary costs such as, in particular, packaging, transport, release, unloading and insurance. Upon request by AKASOL, the Supplier must take back packaging at his own cost. If, by way of exception, the parties have agreed a Delivery on the basis of EXW or FCA, the Supplier shall, at the request of AKASOL, offer to transport the Deliveries on the basis of the Supplier's previous cost calculation, but at least at normal market conditions.

3.2 Without waiving any further legal requirements, the Supplier's claim for payment shall only become due for payment within 30 days following receipt of the full Deliveries by AKASOL or, if acceptance is required, of acceptance and receipt of a proper and verifiable invoice.

3.3 In addition to the legal requirements, all invoices must contain the following information: order reference, order number and material number, documents on the provision of the service (transfer note, Delivery note, etc.), statement of statutory charges such as taxes, fees, customs duties etc., the country of origin of each item of goods, and information as to whether a partial, excess, short, sample or remaining Delivery is being made. If one or more of these details are missing and if, as a result, processing by AKASOL is delayed in the normal course of business, the payment periods specified in clause 3.2 shall be extended by the period of the delay.

3.4 If the Supplier delivers earlier than agreed and AKASOL accepts the Delivery without being obliged to do so, the due date shall not fall before the agreed Delivery date.

3.5 Payments by AKASOL do not constitute either acceptance of the Delivery or of the invoice or the Delivery as free of defects and/or on time.

3.6 The Supplier is entitled to rights of set-off and retention against claims of AKASOL only insofar as its counterclaims against AKASOL are legally established or undisputed, or the claim of the Supplier with which offsetting is to be made originates from the same contractual relationship and is reciprocal to the claim of AKASOL.

4. Provision of Deliveries and Services

4.1 Unless expressly agreed otherwise on a case-by-case basis, Delivery shall be made DDP to the respective agreed destination. If the destination is not specified, and unless otherwise agreed, the Delivery must be made to the registered office of AKASOL.

4.2 Each Delivery must be accompanied by a packing slip and two Delivery notes indicating the order number and job number. The Supplier shall bear the costs caused by any missing information unless he is not responsible for the missing information.

4.3 The Supplier is obliged to notify AKASOL in writing if the Delivery is not completely suitable for the use intended under the contract, if special safety regulations must be observed when handling the Deliveries, if the Deliveries are subject to export and/or import restrictions under German, EU or US law, or if the deliveries may involve particular risks to health, safety or the environment.

4.4 Any amendments to the Delivery in relation to the specifications agreed with AKASOL, as well as partial, excess, or short deliveries, is only permitted with the prior written consent of AKASOL. If the Supplier makes other changes to the quality of the Deliveries, he shall notify AKASOL of this in writing prior to Delivery.

4.5 If partial, excess or short deliveries have been agreed, or written consent to this has been given by AKASOL, the Delivery note must specify "partial, excess or short Delivery".

4.6 Where necessary, the Deliveries must be provided with the CE marking or an EU declaration of conformity or installation declaration must be enclosed. The supplier shall provide proof of origin with all necessary information and provide AKASOL with a duly signed copy.

4.7 The Supplier must not deliver any materials, substances, components, or other products, which breach existing substance bans in Germany or within the EU (or the European Economic Area), Switzerland and the USA.

5. Delivery Dates and Delayed Delivery

5.1 Agreed Delivery dates and deadlines (hereinafter referred to as "**Delivery dates**") are binding.

5.2 The Supplier must notify AKASOL immediately in writing of any foreseeable delays in Delivery, giving the reason and likely duration of the delay; this shall not affect any claims by AKASOL due to the delay in Delivery.

5.3 If Deliveries by the Supplier are delayed, AKASOL shall be entitled to claim a contractual penalty of 0.2% per working day, but no more than 5% of the net contractual value of the Deliveries affected by the delay. The right to claim further damages due to default remains unaffected. However, the contractual penalty must be set off against any further damage caused by delay. AKASOL may also claim a contractual penalty, if no reservation is declared when the Delivery is accepted, beyond the final payment of the Delivery, but only if AKASOL has reserved the right to this at the time of the final payment. Other rights of AKASOL shall remain unaffected.



6. Acceptance, Transfer of Risk

6.1 Deliveries must be accepted if this has been agreed between AKASOL and the Supplier or this is the result of legal regulations.

6.2 Unless otherwise agreed, AKASOL can declare acceptance up to two weeks after notification of completion of the Delivery by the Supplier.

6.3 Acceptance requires an express declaration by AKASOL. The review of interim results as well as the release of partial payments (e.g. according to a milestone plan) are not acceptances. Likewise, the commissioning or use of a Delivery does not in itself constitute acceptance. Fictitious acceptance shall be excluded.

6.4 Partial acceptance is categorically excluded. Partial acceptance shall only take place if the Supplier's Deliveries would otherwise ultimately be withdrawn from a subsequent technical inspection as a result of progressive execution of the order, or if AKASOL is already using parts of the Delivery that are ready for partial acceptance, and at the same time the completion of the entire Delivery is delayed.

6.5 AKASOL shall have the right to refuse acceptance of a defective Delivery. In addition, the obligations of AKASOL during acceptance are governed by the legal provisions.

6.6 In the case of Deliveries without assembly or installation, the risk of accidental loss and accidental deterioration of the Deliveries shall pass to AKASOL upon transfer at the point of destination. In the case of Deliveries with assembly or installation, the risk of accidental loss and accidental deterioration of the Deliveries shall pass to AKASOL upon acceptance or, where AKASOL is not obliged to accept the Delivery, with the transfer after assembly or installation.

7. Supplies, Drawings, Plans and Know-how

7.1 Tools and models provided by AKASOL to the Supplier or which are manufactured for contractual purposes and AKASOL is charged separately by the supplier, shall remain the property of AKASOL or shall pass into ownership of AKASOL. The Supplier shall mark them as the property of AKASOL, store them carefully, insure them to an appropriate extent against theft, fire, water, and burglary, and use them only for the purposes of the contract. Unless otherwise agreed, AKASOL and the Supplier shall each bear half of the costs of their maintenance and repair. Insofar as these costs are due to defects in the items produced by the Supplier or to improper use by the supplier, they shall, however, be borne solely by the Supplier. The Supplier shall notify AKASOL immediately of all damage to these tools and models that is not merely insignificant damage. The Supplier has a duty to hand them over to AKASOL in proper condition upon request if they are no longer required by him for the performance of the contracts entered into with AKASOL. The Supplier has no right to retention of the tools and models.

7.2 The risk of loss, destruction or damage of the materials provided by AKASOL ("**Supplies**") shall be borne by the Supplier. The Supplier shall insure the Supplies to an appropriate extent against theft, fire, water, and damage.

7.3 The Supplier is entitled to process and combine the Supplies only with the prior written consent of AKASOL unless a corresponding entitlement arises from the purpose of the contract. The Supplier shall process the Supplies for AKASOL as manufacturer without creating any obligation on the part of AKASOL. If the Supplies are processed or combined with other objects that are not the property of AKASOL, AKASOL shall always become co-owner of the new object in the ratio of the value of the Supplies to the value of the other goods used. If ownership of the Supplies by AKASOL lapses as a result of combining, the Supplier shall at this point transfer to AKASOL the ownership rights to the new object to which it is legally entitled to the extent of the value of the Supplies and store it for the AKASOL free of charge. The resulting (co-)ownership rights shall be deemed to be Supplies within the meaning of these Terms and Conditions.

7.4 All rights to plans, drawings, business or technical documents, software, other know-how, or other documentation and documents which AKASOL consigns to the Supplier within the scope of the collaboration, shall remain with AKASOL. The Supplier may use these documents and all information associated with them only for the respective intended purpose.

8. Quality Assurance and Audit

8.1 Drawings, calculations, specifications, and other specifications provided by AKASOL shall be independently checked by the Supplier for any errors or contradictions within the scope of his special expertise and technical knowledge. The Supplier shall immediately bring any concerns, including with regard to the presumed or intended suitability for use, to the attention of AKASOL, in order to enable clarification to be undertaken jointly. Contradictions between agreed qualities shall be jointly resolved between AKASOL and the Supplier.

8.2 The Supplier has to maintain a system for quality assurance which meets the latest standards of the relevant supplier industry, which is at least in accordance with DIN EN ISO 9001:2015. The Supplier shall independently carry out the quality assurance measures including the required documentation. He shall provide AKASOL with this documentation upon request. The documentation must be retained by the Supplier in accordance with statutory and other legal requirements; however, for at least 10 years.

8.3 Prior to dispatch, the Supplier shall carry out a thorough inspection of outgoing goods. Deliveries which do not pass this



inspection may not be dispatched.

8.4 AKASOL has the right, after giving prior written notice in good time, to inspect the progress of the contractual works during normal business hours and to obtain information on the status of the work. AKASOL also has the right to instruct a third party expert for this purpose.

9. Warranty for material defects

9.1 The Deliveries must in all respects comply with the contractually agreed quality, in particular the technical specifications, as well as the product and environmental protection laws, relevant safety regulations, ordinances and provisions of authorities and professional associations as well as the latest state of science and technology, be of high quality in type and suitable for the use presupposed under the contract, but at least for the usual use. If the Supplier has provided a preliminary sample which has been approved by AKASOL, the Deliveries must correspond to the properties of the preliminary sample.

9.2 Deliveries must not infringe any third-party rights, intellectual property rights or copyrights in the country of the agreed destination.

9.3 If AKASOL is legally obliged to inspect the deliveries and to give notice of defects [§ 377 German Commercial Code (HGB)], this obligation is limited to externally recognizable transport damage, to identity and quantity deviations and to other obvious defects. AKASOL will notify the Supplier of obvious defects within one week of Delivery, other defects within one week of their discovery. There are no further obligations to inspect or give notice of defects.

9.4 In the case of a defective Delivery, AKASOL is entitled to demand that the Supplier, at the discretion of AKASOL, repairs the defect or makes a defect-free new Delivery within a reasonable period. In all other respects, AKASOL may apply without any restriction all rights law is permitting.

9.5 A release of a product sample, of drawings or other technical documents declared by AKASOL does not affect any claims and rights of AKASOL.

9.6 The place of performance of rectification or defect-free new Delivery by the Supplier is the location of the Delivery.

10. Limitation Period

10.1 The limitation period for claims for defects is 36 months from the legal start of the limitation period unless a longer limitation period is designated by law.

10.2 Insofar as AKASOL is subject to a longer limitation period in relation to its customer for defect claims with regard to products in which the Supplier's Deliveries are installed, the Supplier shall, upon request, negotiate with AKASOL an extension of the limitation period for the Deliveries of the Supplier at reasonable terms and conditions. The same applies if there is a legitimate interest in such an extension on the part of AKASOL, e.g. because AKASOL's customers usually demand longer periods from AKASOL for defects than the limitation period agreed with the Supplier.

10.3 The limitation period for claims based on defects begins again upon rectification of the defect or Delivery of the new Delivery by the Supplier, unless AKASOL had to assume from the conduct of the Supplier that the latter did not feel obliged to take such action, but only rectified the defect or made the new Delivery as a gesture of goodwill or for similar reasons.

10.4 A notification of defects made within the limitation period shall suspend the limitation period until agreement is reached on elimination of the defect and any consequences; however, the suspension shall end six months after final rejection of the complaint by the Supplier.


11. Replacement parts

11.1 The Supplier has a duty to hold replacement parts for the Deliveries to AKASOL for at least 10 years after Delivery.

11.2 If the Supplier intends to cease production of replacement parts for the Deliveries, he shall notify AKASOL of this immediately after having made the decision to cease production.

12. Indemnity and Insurance

12.1 Regardless of other claims, the Supplier shall indemnify AKASOL for all compensation claims by third parties due to defective Deliveries from the Supplier; in particular, any such arising from product liability and manufacturer liability, or due to infringement of industrial property rights or copyrights in connection with Deliveries from the Supplier, insofar as the Supplier is responsible for the defect in the Delivery or the infringement of rights. To this extent, the Supplier also has an obligation to reimburse AKASOL for the costs of any product recall required. AKASOL shall inform the Supplier of the contents and scope of recall measures, insofar as this is possible and reasonable.

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12.2 Irrespective of other claims by AKASOL, the Supplier has an obligation to maintain an extended product liability insurance policy with an appropriate sum insured; at least, however, in the amount of EUR 5 million per event of damage.

13. Confidentiality

13.1 The Supplier has a duty to keep all information which it obtains from AKASOL, its affiliated companies or its representatives secret from third parties, in particular know-how and business secrets, insofar as the information (i) is not generally known or does not become generally known without the Supplier having breached this duty of confidentiality, (ii) was demonstrably not already lawfully known to the Supplier prior to receipt and without a duty of confidentiality, (iii) is lawfully disclosed to the Supplier by third parties and without a duty of confidentiality, or (iv) insofar as AKASOL has given its prior written consent to the disclosure of the information. The duty of confidentiality applies regardless of how the respective information was made available, whether verbally, in writing or in any other way. The duty of confidentiality also applies to constructions, drawings, descriptions, specifications, electronic media, software and corresponding documentation, samples, and prototypes.

13.2 Confidential information within the meaning of clause 13.1 may be used, reproduced, and exploited by the Supplier only in connection with and for the purposes of the contract concluded with AKASOL, and only made accessible to such persons in the business of the Supplier who must necessarily be included in their use for the purposes of the Deliveries to AKASOL, and who are similarly bound by these rules of confidentiality. The Supplier undertakes to take all necessary measures to ensure that confidential information is not made accessible to third parties without the prior express written consent of AKASOL. Upon request by AKASOL, all information originating from AKASOL must immediately be returned in full to AKASOL or, insofar as technically possible, be destroyed.

13.3 The duty of confidentiality under clause 13 applies, irrespective of the reason for termination, for a period of five (5) years after the termination of the contract.

14. Export Control Clause

14.1 The parties are aware that the Deliveries may be subject to export and import restrictions. In particular, there may be authorisation requirements or the utilisation of the Deliveries abroad may be subject to restrictions. The Supplier shall comply with applicable export and import control regulations in Germany, the European Union, Switzerland, and the United States of America, as well as with all other relevant export control requirements, and provide all information which AKASOL requires to comply with the corresponding provisions to AKASOL as soon as possible.

14.2 Fulfilment of this Contract by AKASOL is subject to the condition that there are no obstacles preventing its fulfilment due to provisions in foreign trade law or embargoes and/or other similar sanctions.

15. Recycling

AKASOL expressly points out that the Supplier must be aware of and, if necessary, comply with the provisions of the Battery Law (BattG) as amended, or in any other European country, the national regulations on the basis of EU Directive 2066/66. No service provided by AKASOL is designed in such a way that AKASOL has to comply with the Battery Law (BattG). The Supplier hereby assures both knowledge of and, if necessary, compliance with BattG or, in another European country, the national regulations on the basis of EU Directive 2066/66, including through the provision of appropriate work organisation.

AKASOL shall therefore not accept any liability for breaches against BattG and shall also not be liable for compliance with BattG in the event that recycling services are arranged by third parties in accordance with BattG on behalf of and at the request of the Supplier. This is, at most, an agency service by AKASOL, whereby AKASOL is not accountable for compliance with BattG nor, in any other European country, the national regulations on the basis of EU Directive 2066/66, nor for recycling services, their extent, or their performance by the third party. AKASOL does not provide any legal advice on BattG or, in any other European country, on the national regulations on the basis of EU Directive 2066/66.

16. Force Majeure

Force majeure events entitle AKASOL to postpone the fulfilment of its obligations by the duration of the obstruction by the force majeure and a reasonable start-up period. Force majeure events are all events for which AKASOL is not responsible and which are unavoidable, in particular: monetary, trade policy, other sovereign measures; strikes; lock-outs; major operational disruptions (e.g. fire, mechanical breakdown, lack of raw materials or energy); and obstruction of traffic routes - in each case not only of short-term duration - which make it substantially more difficult or impossible for AKASOL to fulfil its obligations. If force majeure events or events treated as such last for longer than three months, both AKASOL and the Supplier shall have the right to withdraw from the Contract. AKASOL shall inform the Supplier as soon as possible of the onset and the end of such events.

17. Subcontractors

The Supplier does not have the right to use subcontractors for the provision of the Deliveries without prior written consent by AKASOL. Transport personnel are not deemed to be subcontractors. If a subcontractor is instructed, a confidentiality obligation within the meaning of clause 13 must be imposed in writing on the subcontractor.

18. Minimum Wage

18.1 The Supplier has an obligation to pay at least the minimum wage in accordance with the minimum wage legislation to employees deployed to carry out Deliveries according to the underlying contract. The Supplier releases AKASOL from all claims made against AKASOL in the event of a breach by the Supplier or its subcontractor against the provisions of the minimum wage legislation.

AKASOL AG
Kleyerstr. 20
D-64295 Darmstadt/Germany
Tel. +49 6151 800500-0, Fax -129

Board of Directors
Sven Schulz (CEO)
Carsten Bovenschen (CFO)
Chairman of the Board
Dr Christoph Reimnitz



18.2 Regardless of any other rights of termination and withdrawal, AKASOL has the right to withdraw from the Contract or to terminate the Contract extraordinarily, if the Supplier and/or its subcontractors culpably breach the minimum wage legislation. The Supplier has an obligation to compensate AKASOL for damages caused due to the withdrawal or the termination. In all other respects the statutory provisions shall apply.

18.3 AKASOL shall have the right at any time to request from the Supplier written confirmation of payment of the minimum wage, as well as to demand appropriate verification such as, in particular, declaration of minimum wage of the Supplier's staff, confirmations by the Supplier's accountant or auditor, in order to verify that the Supplier is complying with this clause 17.

19. Miscellaneous

19.1 Should one or more provisions of these Terms and Conditions or parts thereof be or become ineffective, this shall not affect the provisions or their parts.

19.2 Insofar as (i) the requirement for the written form is referred to in these Terms and Conditions, text form (letter, fax, email, etc.) shall be sufficient to fulfil the requirement for the written form; (ii) where reference is made to "days", this shall mean calendar days.

19.3 For the interpretation of trade terms, the version of the Incoterms valid at the time of the contract conclusion shall apply.

19.4 Amendments to this Contract shall not be legally effective unless they are made in writing.

19.5 The contractual relationship between AKASOL and the Supplier is subject exclusively to the law of the Federal Republic of Germany to the exclusion of the UN sales law (United Nations Convention on Contracts for the International Sale of Goods of 11.04.1980).

19.6 The place of jurisdiction for all disputes arising from or in connection with the contractual relationship between AKASOL and the Supplier is the registered office of AKASOL. AKASOL also has the right to bring a legal action against the Supplier before the court that has jurisdiction for the Supplier's registered office or any other competent court. The above provisions do not apply if the law provides an exclusive place of jurisdiction.

As at: June 2020