

General Terms and Conditions of Purchase (GTCP)

NEURA Mobile Robots GmbH

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1 General - Scope

- 1.1 The following General Terms and Conditions of Purchase shall apply exclusively to our orders and contracts for deliveries and services of the supplier. We do not recognise any terms and conditions of the supplier that conflict with or deviate from our General Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our General Terms and Conditions of Purchase shall also apply if we accept the supplier's services without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our General Terms and Conditions of Purchase.
- 1.2 The General Terms and Conditions of Purchase shall apply to legal relationships with companies, i. e. with natural and legal persons or partnerships with legal capacity who act in the exercise of a commercial or independent professional activity.
- 1.3 The General Terms and Conditions of Purchase shall apply in addition to and subordinate to the individual contractual provisions agreed with the supplier.
- 1.4 If the General Terms and Conditions of Purchase have been included in a contract concluded with us, they shall also apply to further contracts of the same kind concluded with us in the future.

2 Offer - Offer Documents

- 2.1 Offers to us must be made in writing within the meaning of §§ 126, 126a BGB and free of charge.
- 2.2 The supplier is obliged to accept our order within a period of 2 weeks.
- 2.3 In principle, a contract is concluded with us in writing. If, in exceptional cases, a contract is concluded verbally, it must be confirmed in writing by both contracting parties without delay.

This document is an electronic translation of the original "Code of Conduct" in German. The German version is binding.

- 2.4 We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order; after completion of the order they are to be returned to us without being requested to do so. They must be kept secret from third parties; in this respect the provisions of section 16 shall apply in addition.

3 Prices - Terms of payment

- 3.1 The price stated in the order is binding.
- 3.2 Transport, shipping, packaging and insurance costs are - unless otherwise agreed in writing - included in the prices quoted. The return of packaging requires special agreement.
- 3.3 Unless otherwise agreed, all prices are net prices excluding turnover tax, sales tax, value added tax or comparable taxes ("turnover tax or comparable taxes"). Statutory sales tax or comparable taxes may be charged in addition to the net prices, unless we owe sales tax or comparable taxes by law and the reverse charge mechanism or a comparable mechanism is applicable.
- 3.4 We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there; the supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- 3.5 Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with a 2% discount or within 30 days of receipt of invoice.
- 3.6 We shall be entitled to rights of set-off and retention to the extent provided by law.

4 Delivery time

- 4.1 The delivery time stated in the order is binding.
- 4.2 The supplier is obliged to inform us in writing without delay if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.
- 4.3 In the event of a delay in delivery, we shall be entitled to the statutory claims. In particular, we are entitled to demand damages instead of performance after the fruitless expiry of a reasonable period. If we demand compensation, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty.
- 4.4 Further claims and rights remain reserved.

5 Deliveries

- 5.1 Deliveries including appropriate packaging and insurance shall be made at the supplier's expense. Environmentally friendly packaging materials are to be preferred. We do not assume the costs for transport insurance. Shipping conditions with deviating agreement require the written form.
- 5.2 Insofar as the supplier is obliged under the packaging regulations to take back the packaging used, it shall bear the costs of return transport and recycling.
- 5.3 The supplier shall state our article, order and order number in all documents relating to an order. All shipping documents shall be duly provided with the information prescribed by us. Partial deliveries require our consent and shall be marked as such in the shipping documents.

6 Changes to the Delivery Item

If we request a change to the delivery item, the supplier must inform us immediately in writing of any additional or reduced prices and effects on deadlines and provide evidence of these.

7 Delivery Obligation for Spare Parts

The supplier is obliged to supply delivery items that become part of our products as spare parts at reasonable market prices for at least 5 years after the cessation of production of our product concerned.

8 Force Majeure

Interruptions in production due to unavoidable events (force majeure, e.g. industrial action) entitle us to withdraw from orders; otherwise, in the event of all impediments to acceptance for which we are not responsible, the delivery and payment dates shall be extended in accordance with the duration of the delay.

9 Transfer of Risk - Documents

- 9.1 Unless otherwise agreed in writing, delivery shall be made free domicile.
- 9.2 The supplier shall bear the risk of accidental loss or accidental damage for the delivery item from the time at which it is delivered for shipment/transport, irrespective of any performance obligations to be rendered by us, e.g. assembly.
- 9.3 The supplier is obliged to state our exact order number on all shipping documents and delivery notes; if he fails to do so, we shall not be responsible for the resulting delays in processing.

10 Defect Inspection - Liability for Defects

- 10.1 We are obliged to inspect the goods within a reasonable period of time for any deviations in quality or quantity; the complaint is timely if it is received by the supplier within a period of seven working days, calculated from receipt of the goods or, in the case of hidden defects, from discovery.
- 10.2 We shall be entitled to the statutory claims for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect or deliver a new item. We expressly reserve the right to claim damages, in particular damages in lieu of performance.
- 10.3 We are entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with subsequent performance.
- 10.4 The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provision of §§ 445b, 478 para. 2 BGB applies.
- 10.5 The other mandatory provisions of the delivery recourse remain unaffected.

11 Quality Assurance, Product Safety

- 11.1 The supplier shall notify us in good time prior to delivery of any changes to manufacturing processes, materials or supplier parts for the delivery items, relocation of manufacturing sites, changes to processes or equipment for testing the delivery items or other measures which may affect the quality and/or safety of the delivery items. Changes to the stipulated specifications may not be made without our consent.
- 11.2 All changes to the delivery items and product-relevant changes in the process chain must be documented in a product life cycle. Among other things, changes to drawings, deviation permits, process changes, changes to test methods and test frequencies, changes to suppliers, vendor parts and

operating materials must be documented here. The documentation on the product life cycle shall be disclosed to us upon request.

12 Product Liability - Indemnification - Liability Insurance Cover

- 12.1 Insofar as the supplier is responsible for product damage, it shall be obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
- 12.2 Within the scope of its own liability for cases of damage within the meaning of para. 1, the supplier shall also be obliged to reimburse us for any expenses pursuant to §§ 683, 670 BGB or pursuant to §§ 830, 840, 426 BGB which arise from or in connection with a recall action lawfully carried out by us. We shall inform the supplier in good time in advance of the content and scope of such a recall measure - insofar as this is possible and reasonable - and give him the opportunity to comment.
- 12.3 We shall undertake the necessary notification of the respective competent authority in accordance with the provisions of the Product Safety Act in coordination with the supplier.
- 12.4 The supplier undertakes to maintain a product liability insurance with a sum insured of € 5,000,000 per personal injury/property damage - lump sum - for the duration of the contract, i.e. until the respective expiry of the limitation period for defects; if we are entitled to further claims for damages, these shall remain unaffected.

13 Property Rights

- 13.1 The supplier warrants that no rights of third parties within the Federal Republic of Germany are infringed in connection with or as a result of its delivery.
- 13.2 If claims are made against us by a third party in this respect, the supplier shall be obliged to indemnify us against these claims upon first written request.
- 13.3 In the event of claims for damages by the third party, the supplier reserves the right to prove that it was not at fault for the infringement of the third party's rights. We are not entitled to make any agreements with the third party - without the supplier's consent - in particular to conclude a settlement.
- 13.4 The supplier's indemnification obligation relates to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party, unless the supplier proves that it is not responsible for the breach of duty underlying the property right infringement.
- 13.5 The limitation period for these claims is three years, beginning with the transfer of risk.

14 Retention of Title - Provision - Tools

- 14.1 Insofar as we provide parts to the supplier, we shall retain title thereto. Processing or transformation by the supplier shall be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 14.2 If the item provided by us is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier transfers co-ownership to us on a pro rata basis in the amount of the value of the item provided; the supplier shall keep the sole ownership or the co-ownership for us.
- 14.3 We retain ownership of tools; the supplier is obliged to use the tools exclusively for the manufacture of the goods ordered by us. The supplier is further obliged to insure the tools belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 14.4 Insofar as the security rights to which we are entitled pursuant to para. 1. and/or para. 2. exceed the purchase price of all our reserved goods not yet paid for by more than 10 %, we shall be obliged to release the security rights at our discretion at the supplier's request.

15 Assignment

- 15.1 The assignment of a claim, irrespective of its content, always requires our written consent. Assignments made without the required consent are invalid. We will only refuse consent if, after examination of the individual case, our interests in maintaining the claim relationship outweigh the interests of the contractual partner in the intended assignment.
- 15.2 If, in the event that consent is refused in accordance with para. 1, the assignment of a monetary claim is nevertheless effective in accordance with § 354a of the German Commercial Code (HGB), the assignor shall reimburse us for all additional costs possibly incurred in connection with the assignment.

16 Confidentiality, Return of Data

- 16.1 "Confidential information" means all our information and data made available to the supplier by us, regardless of whether it is expressly designated as "confidential". In particular, this includes all financial, technical, economic, legal, tax, business, employee or management information. It is irrelevant whether and on which medium the information is embodied. In particular, oral information is also covered.
- 16.2 The supplier undertakes to keep the Confidential Information secret, to protect it from unauthorised access, to use it only for the purposes of cooperation with us and not to disclose it to third parties without our prior written consent. The obligation does not apply to information,
- which are already in the public domain at the time of reception,
 - which were already known to the supplier at the time of receipt or were subsequently developed or discovered by the supplier independently of the contract or were made available by third parties without restriction without breach of confidentiality obligations,
 - which become public knowledge by means other than a breach of the confidentiality agreement,
 - the publication of which we have expressly consented to in writing,
 - which the supplier is legally obliged to disclose.
- 16.3 The Supplier undertakes to keep Confidential Information confidential for an unlimited period of time.
- 16.4 The confidentiality obligation extends to all employees of the Supplier. The Supplier shall only disclose the Confidential Information to those employees who require it within the scope of the contract execution ("need to know principle"). The Supplier undertakes to inform the aforementioned group of persons of the confidentiality obligation and to impose corresponding confidentiality obligations on them.
- 16.5 After termination of the cooperation, all information and data received, insofar as they are not subject to statutory retention obligations, including all copies, must be deleted or returned to us. Reconstruction of the information and data must be impossible. The completeness of the return or the irreversible deletion must be confirmed to us in writing upon request.

17 Partial Ineffectiveness

Should individual provisions of these General Terms and Conditions of Purchase be invalid in whole or in part, the remainder of the General Terms and Conditions of Purchase shall remain in full force and effect.

18 Choice of Law, place of Jurisdiction and Place of Performance

- 18.1 The legal relationship between the supplier and us shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The prerequisites and effects of the retention of title pursuant to § 15 are subject to the law at the respective place of storage of the item, insofar as the choice of law made in favour of German law is inadmissible or ineffective thereafter.
- 18.2 If the customer 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 - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Hamburg. However, we are also entitled to bring an action at the general place of jurisdiction of the supplier.
- 18.3 The place of performance shall be the registered office of the delivery company which has provided or dispatched the delivery item for dispatch.

19 Environmental Statement

For us, people and the environment are paramount. We therefore strive to manufacture our products in a resource-conserving manner and systematically record energy-saving potential in manufacturing processes and transport. We are intensively involved with ecological alternatives for the selection of energy and raw material sources and with consistent approaches to waste avoidance and product recycling.

20 Criminal and Anti-Constitutional Organisations

The supplier declares not to have any business or other connections with terrorists, terrorist associations or other criminal or anti-constitutional organisations. In particular, the Customer shall ensure the implementation of EC Regulation No. 2580/2001 and 881/2002 within the scope of its business operations by taking appropriate measures.

21 Child Labour/Adolescent Employment (ILO Conventions 138 and 182 and UN Convention on the Rights of the Child)

No persons may be employed who are younger than the legally required minimum working age of the respective country. Our suppliers are obliged to take the necessary measures to prevent the employment of persons below the minimum legal age. The minimum age for admission to employment must

not be below the age at which compulsory education ends and in no case below 15 years of age. National standards for the protection of children and young people in employment shall be complied with. ILO exceptions apply. Children shall be protected from economic exploitation, the performance of work that is hazardous, that may interfere with the child's education, and that may jeopardise the child's health or physical, mental, spiritual, moral or social development.

22 Remuneration of Employees

Our suppliers must ensure that the wage paid to the employees at least corresponds to the statutory/collective agreement minimum wage or the minimum wage customary in the industry. If there are neither statutory nor industry-standard minimum wages, the supplier must ensure that the wage paid is essentially sufficient to cover the basic requirements of the employees, taking into account individually added circumstances (such as purely secondary income activities, part-time employment or similar).

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