

1. Application

1.1 All of ATLAS' deliveries, services and offers to the respective buyers, provided these are contractors within the meaning of Section 14 of the German Civil Code [BGB], a legal entity under public law or special assets under public law within the meaning of Section 310 (1) BGB, are carried out exclusively on the basis of these General Supply Terms and Conditions. These are an integral part of all contracts that ATLAS concludes with its contractual partners (hereinafter also referred to as "Clients") for the deliveries or services offered by ATLAS. They also apply to all future deliveries, services or offers to the Client, even if they are not separately agreed again.

1.2 The Client's or third-party terms and conditions do not apply, even if ATLAS does not separately object to their application in individual cases. Even if ATLAS refers to a letter that contains or refers to the Client's or third-party terms and conditions, this does not constitute consent to the application of those terms and conditions.

2. Offer and Contract Conclusion

2.1 All of ATLAS' offers are subject to change and non-binding, unless they are expressly identified as binding or contain a specific acceptance period. ATLAS may accept orders within fourteen days of receipt.

2.2 Contracts are only concluded when ATLAS confirms received written orders or declarations of acceptance with an order confirmation from ATLAS or has delivered or provided the delivery items or services ordered by the Client. This applies accordingly to supplements or changes to contracts.

2.3 Supplements and amendments to the agreements reached, including these General Supply Terms and Conditions, will only be valid if recorded in writing. With the exception of managing directors or holders of special statutory powers [*Prokurist*], ATLAS' employees are not entitled to make incidental verbal agreements that deviate from this. To ensure observance of the requirement of writing, the transmission by telecommunication, in particular by fax or by e-mail, is sufficient,

provided the copy of the signed declaration is transmitted.

2.4 Information from ATLAS on the subject of delivery or service (e.g., weights, dimensions, values in use, load capacity, tolerances and technical data) as well as our representations of the same (e.g., drawings, images, samples, models, films, etc.) are only relevant as is customary in the industry, unless the usability for the contractually intended purpose requires exact conformity. They are not warranted characteristics, but descriptions or identifying markings of the delivery or service. Customary deviations and deviations that occur due to legal regulations or constitute technical improvements, as well as the replacement of components by equivalent parts, are permissible as long as they do not impair the usability for the contractually intended purpose. In the case of goods with standardized specifications, those permitted on the standard specification sheets apply.

2.5 ATLAS retains title or copyright to all offers and cost estimates made by it as well as drawings, images, calculations, brochures, catalogues, models, tools, films and other documents and implements made available to the Client. The Client may not make these items available to third parties, either as such or in terms of their content, or disclose them, use them itself or through third parties or reproduce them without ATLAS' express consent. At ATLAS's request, it must return these items in full to ATLAS and destroy any copies made if they are no longer required by it in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment

3.1 The prices are quoted in EURO ex works, ATLAS plus packaging and the statutory sales tax.

3.2 Insofar as the agreed prices are based on ATLAS' list prices and the delivery is only expected to take place more than four months after the conclusion of the contract, ATLAS' list prices valid at the time of delivery (less any agreed percentage or fixed discount) will apply. In the event of an increase of more than 10% above the agreed price, the Client is entitled to withdraw from the respective order.

3.3 Invoices must to be paid within thirty days without any deduction,

unless otherwise agreed in writing. The date of payment will be determined by the receipt by ATLAS. Cheques are only considered to be payment after they have been cashed. If the Client does not pay by the due date, the outstanding amounts will be subject to interest at 5% p.a. from the due date; this will not affect the assertion of higher interest and further damage in the event of default.

3.4 The set-off against the Client's counterclaims or the retention of payments due to such claims is only permissible if the counterclaims are undisputed or have been established by final court judgment.

3.5 ATLAS is entitled to only perform or provide outstanding deliveries or services against prepayment or the provision of security if, after conclusion of the contract, it becomes aware of circumstances that are likely to significantly reduce the Client's creditworthiness and through which the payment of ATLAS' outstanding claims is endangered by the Client under the respective contractual relationship (including under other individual orders to which the same framework agreement applies).

3.6 Insofar as the assembly and / or commissioning is carried out by ATLAS, ATLAS will charge the fixed hourly rates for monthly wages, travel hours and travel costs as well as the fixed daily flat rate rates for meals as well as appropriate accommodation based on expenditure, unless otherwise agreed.

4. Delivery and Delivery Date

4.1 Deliveries are made ex works, ATLAS.

4.2 Deadlines and dates for deliveries and services promised by ATLAS are always approximate, unless a fixed deadline or date has been expressly promised or agreed. If shipping has been agreed, delivery periods and dates for delivery refer to the time of handover to the forwarding agent, carrier or third party otherwise commissioned with the transport.

4.3 ATLAS may - without prejudice to its rights arising from the Client's default - request from the Client an extension of delivery and service deadlines or a postponement of delivery and service dates by the period in which the Client does not meet its contractual obligations towards ATLAS.

4.4 ATLAS is not liable for the impossibility of delivery or for delivery delays, insofar as these are caused by force majeure or other events that were not foreseeable at the time of the conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, legal lock-outs, shortage of workers, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the lack of these, incorrect or late delivery by suppliers) for which ATLAS is not responsible. If such events make delivery or service much more difficult or impossible for ATLAS and the hindrance is not only of a temporary nature, ATLAS is entitled to withdraw from the contract. In the case of temporary obstacles, the delivery or service deadlines will be extended or the delivery or service dates are postponed by the period of the hindrance plus a reasonable start-up period. If the Client cannot be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract with a written declaration without undue delay to ATLAS.

4.5 ATLAS is only entitled to make partial deliveries if the partial delivery is usable for the Client within the scope of the contractual intended purpose, the delivery of the remaining goods ordered is ensured and the Client does not incur any significant additional effort or costs as a result (unless ATLAS declares that it is prepared to assume these costs).

4.6 If ATLAS defaults on delivery or service or if delivery or service becomes impossible for whatever reason, ATLAS' liability is limited to compensation in accordance with Clause 8 of these General Supply Terms and Conditions.

5. Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance

5.1 The place of performance for all obligations arising from the contractual relationship is ATLAS' registered office, unless otherwise specified. If ATLAS also owes the installation, the place of performance will be the place where the installation has to take place.

5.2 The shipping method and the packaging are subject to ATLAS' dutiful discretion.

5.3 The risk is transferred from the freight forwarder, carrier or any other third party commissioned with the delivery to the Client at the latest with the handover of the contractual item (whereby the start of the transshipment process is authoritative). This also applies if partial deliveries are made or ATLAS has taken on other services (e.g., shipping, transport, installation, assembly, repair). If the shipping or handover is delayed due to a circumstance whose cause lies with the Client, the risk will be transferred to the Client from the day on which the delivery item is ready for shipping and ATLAS has notified this to the Client.

5.4 Storage costs after the transfer of risk are borne by the Client. In the case of storage by ATLAS, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per week that has elapsed. ATLAS reserves the right to assert and provide documentary evidence of further or lower storage costs.

5.5 ATLAS will only insure the shipment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the Client and at its own expense.

5.6 If an acceptance must take place, the item of sale is considered to be accepted if

- the delivery and, if ATLAS also owes the installation, the installation is completed,
- has informed the Client of this with reference to the acceptance fiction in accordance with this Clause 5.6 and has asked it to accept,
- twelve working days have passed since the delivery or installation or the Client has started using the item of sale (e.g., the delivered plant has been put into operation) and in this case six working days have passed since the delivery or installation and
- the Client accepts the goods within this period for a reason other than a defect reported to ATLAS, which makes the use of the item of sale impossible or significantly impairs this.

6. Warranty, Material Defects

6.1 The warranty period is one year from delivery or, if acceptance is required, from acceptance. Clause 8.7 sentence 3 remains unaffected.

6.2 The delivered items must to be carefully examined without undue delay after delivery to the Client or to the third party appointed by it. With regard to obvious defects or other defects, which would have been recognizable with a careful examination carried out without undue delay, they will be considered approved by the Client if ATLAS does not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items are deemed to have been approved by the Client if the notification of defects is not received by ATLAS within seven working days after the point in time when the defect became apparent; if the defect was already recognizable to the Client at an earlier point in time with normal use, the start of the notice period will be determined by this earlier point in time. At ATLAS' request, a rejected delivery item must be returned to ATLAS carriage paid. If the notice of defect was justified, the supplier will reimburse the purchaser for the cost of the cheapest shipment method. However, the above will not apply if the costs have increased because the delivery item is located in another location than the location of its intended use.

6.3 In the event of material defects in the delivered items, ATLAS is initially obliged and entitled either to repair or replace the delivery within a reasonable period of time. In the event of failure, i.e., the impossibility, unreasonableness, refusal or unreasonable delay in the remedy or replacement delivery, the Client may withdraw from the contract or reduce the purchase price appropriately.

6.4 If a defect is due to the fault by ATLAS, the Client may claim damages subject to the preconditions specified in Clause 8.

6.5 In the event of defects in components from other manufacturers that ATLAS cannot eliminate for licensing or factual reasons, ATLAS will, at its option, assert its warranty claims against the manufacturers and suppliers for the Client's account or assign them to the Client. For such defects, any warranty claims against the supplier will only exist subject to the other conditions and these General Supplier Terms and Conditions if the legal enforcement of the above claims against

the manufacturer and its suppliers in court was unsuccessful or will be futile, for example due to insolvency. During the duration of the legal dispute, the statute of limitations of the relevant Client's warranty claims against ATLAS will be suspended.

6.6 The warranty will not apply if the Client changes the delivery item or has it changed by a third party without the ATLAS' consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the Client must bear the additional costs of remedying the defect resulting from the change.

6.7 For defects and for the lack of warranted properties of products from other manufacturers delivered to ATLAS, ATLAS will, at its option, assert its claims against the manufacturer and sub-suppliers for the Client's account or assign them to the Client. Claims against ATLAS in these cases in accordance with this Clause 6.7 only exist if the judicial enforcement of the aforementioned claims against the manufacturer and sub-suppliers was unsuccessful or, will be futile, for example, due to insolvency.

6.8 A delivery of used items agreed with the Client in individual cases takes place to the exclusion of any warranty for material defects.

6.9 ATLAS only bears any transport / travel costs in connection with repairs or subsequent deliveries insofar as these are exceptional transport costs (e.g., air travel) and / or the total distance to be covered exceeds 300 km.

7. Property Rights

7.1 In accordance with Clause 7, ATLAS guarantees that the delivery item will be free from industrial property rights or third-party copyrights. Each contractual partner will immediately notify the other contractual partner in writing if claims are made against it due to the violation of such rights.

7.2 In the event that the delivery item violates a third party's industrial property right or copyright, ATLAS will, at its option and at its own expense, modify or replace the delivery item in such a way that no third-party rights are violated, but the delivery item continues to fulfil the contractually agreed functions, or procure the right of use for the Client by concluding a license agreement. If it does not succeed in this within a reasonable period of time,

the Client is entitled to withdraw from the contract or reduce the purchase price appropriately. Any of the Client's claims for damages are subject to the restrictions according to Section 8 of these General Supply Terms and Conditions.

7.3 In the event of legal infringements through products from other manufacturers supplied by ATLAS, ATLAS will, at its option, assert its claims against the manufacturers and sub-suppliers for the Client's account or assign them to the Client. Claims against ATLAS in these cases in accordance with this Clause 7 only exist if the judicial enforcement of the aforementioned claims against the manufacturer and upstream suppliers was unsuccessful or will be futile, for example, due to bankruptcy.

8. Liability for Damages due to Default

8.1 ATLAS' liability for damages, regardless of the legal reason, in particular for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations in contract negotiations and tort, insofar as it is at fault in each case, will be restricted in accordance with this Clause 8.

8.2 ATLAS is not liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, unless this concerns a breach of material contractual obligations. The obligation to timely delivery and installation of the delivery item, its freedom from defects that affect its functionality or usability more than just insignificantly, as well as advice, protection and custody obligations that are intended to enable the Client to use the delivery item in accordance with the contract or the protection of the life or limb of the Client's staff or the protection of their property from significant damage are material to the contract.

8.3 Insofar as ATLAS is basically liable for damages in accordance with Clause 8.2, this liability is limited to damage that ATLAS foresaw as a possible consequence of a breach of contract when the contract was concluded, or that ATLAS should have foreseen if it had exercised due care. Indirect damage and consequential damage, which result from any defect of the delivery item, will only require compensation if such damage is typically to be expected while the delivery

object is used in accordance with its intended use.

8.4 In the case of liability for simple negligence, ATLAS's obligation to pay compensation for property damage and further financial losses resulting therefrom is limited to an amount of EUR 5,000,000 per claim (corresponding to the minimum coverage of its product liability insurance or liability insurance), even if this concerns a breach of material contractual obligations.

8.5 The above exclusions and limitations of liability apply to the same extent in favour of ATLAS' executive bodies, legal representatives, employees and other vicarious agents.

8.6 Insofar as ATLAS provides technical information or acts in an advisory capacity and this information or advice does not belong to the contractually agreed scope of services owed by it, this will be done free of charge and with the exclusion of any liability.

8.7 The restrictions of this Clause 8 do not apply to ATLAS' liability due to wilful or grossly negligent behaviour, for warranted characteristics, due to injury to life, limb or health or in accordance with according to the German Product Liability Act [*Produkthaftungsgesetz*]. Claims for damages against ATLAS expire after 12 months. In cases of liability on the part of ATLAS for compensation in accordance with Clause 8.7 (1), the statute of limitations is based on the statutory provisions.

9. Retention of Title

9.1 The retention of title agreed below serves to secure all of ATLAS' existing current and future claims against the Client under the delivery relationship between the contractual partners for the delivery items (including current account balance claims from a current account relationship limited to this delivery relationship).

9.2 The goods delivered by ATLAS to the Client will remain ATLAS' property until all secured claims have been paid in full. The goods as well as the goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "good subject to retention of title".

9.3 The Client will keep the good subject to retention of title free of charge for ATLAS.

9.4 The Client is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the occurrence of the enforcement event (Clause 9.9). Pledging and transfers by way of security are not permitted.

9.5 If the good subject to retention of title are processed by the Client, it is agreed that the processing takes place in the name and for the account of ATLAS as the manufacturer and that ATLAS directly owns the property or - if the processing takes place from materials from several owners or the value of the processed item is greater than that value of the goods subject to retention of title - the co-ownership (fractional ownership) of the newly created item in the ratio of the value of the good subject to retention of title to the value of the newly created item. In the event that ATLAS does not acquire such ownership, the Client transfers its future ownership or - in the above ratio - co-ownership of the newly created item to ATLAS as security. If the goods subject to retention of title are combined with other items to form a uniform item or are inseparably mixed and one of the other items is to be regarded as the main item, ATLAS will, as far as the main item belongs to it, transfer joint ownership of the uniform item in the proportion indicated in sentence 1.

9.6 In the event of the resale of the goods subject to retention of title, the Client already now assigns the resulting claim against the purchaser to ATLAS as a precaution - in the case of co-ownership of the goods subject to retention of title, proportionally in accordance with the co-ownership share. The same applies to other claims that take the place of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, such as insurance claims or claims from tort in the event of loss or destruction. ATLAS revocably authorizes the Client to collect the claims assigned to ATLAS in its own name. ATLAS may only revoke this collection authorization in the event of realization.

9.7 If third parties access the goods subject to retention of title, in particular through attachment, the Client will inform them of ATLAS' ownership without undue delay and inform ATLAS about this in order to enable it to

enforce its property rights. If the third party is not able to reimburse ATLAS for the judicial or extrajudicial costs incurred in this connection, the Client will be liable to ATLAS for this.

9.8 ATLAS will release the goods subject to retention of title as well as the items or claims that take their place, insofar as their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released afterwards will be up to ATLAS.

9.9 If ATLAS withdraws from the contract in the event of a Client's behaviour contrary to the contract - in particular default in payment - (realisation event), it will be is entitled to request the return of the goods.

10. Final Provisions

10.1 If the Client is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising from the business relationship between ATLAS and the Client will be the ATLAS' registered office or at ATLAS's choice or the Client's registered office. In these cases, however, ATLAS's registered office will be the exclusive place of jurisdiction for actions against ATLAS. This will not affect mandatory statutory provisions about exclusive places of jurisdiction.

10.2 The relations between the ATLAS and the Client are exclusively subject to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply.

10.3 If the contract or these General Supply Terms and Conditions contain loopholes, these will be deemed to be filled by the legally effective arrangements which the Parties would have agreed, if they had known of the loophole, in order to meet the business objectives of the contract and the purpose of these General Supply Terms and Conditions.

10.4 Notice:

ATLAS undertakes to process personal data in accordance with the General Data Protection Regulation as well as the applicable German Federal Data Protection Act [*Bundesdatenschutzgesetz*, (BDSG)], to treat this confidentially and not to

process this data outside of the purpose of the respective contract, nor to disclose it to third parties. In particular, the employees employed at ATLAS are or will be obliged to observe data secrecy in accordance with Section 53 BDSG and to be instructed accordingly regarding the fine and penal provisions of Sections 41 et seqq. Further information on data protection at ATLAS can be found on our website: <https://www.weycor.de/de/datenschutz.html>.