

General Terms and Conditions of Sale

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ABL– General Terms and Conditions of Sale

The following General Terms and Conditions of Sale (“GTC”) shall apply to all deliveries of goods. This expressly includes spare parts and/or the provision of services between ABL and Customer, collectively referred to as “Goods”. All offers, acceptances, confirmations, deliveries of goods and/or all orders issued by the Customer shall be subject exclusively to these GTC. If ABL does not object to the GTC of the Customer, this shall not be construed as a waiver by ABL of the application of these GTC.

The silence of the Customer or the acceptance or payment or use of the goods shall constitute a comprehensive and unexceptional acceptance of these GTC.

§ 1 Conclusion of the Contract – Entirety of the Contract – Amendments

(1) With regard to contract content agreed upon between the parties the transmitted order confirmation is authoritative. The present GTC and the underlying quote shall apply in addition hereto. In case of deviations between the content of the quote and the order confirmation the contents of the order confirmation prevail. Any order(s) placed by the Customer shall be binding for ABL only if expressly accepted. Once the order has been accepted, the Customer may not change or cancel the order without the prior written consent of ABL. The offers of ABL shall be valid for a period of 30 days from the date of issue, unless determined otherwise by ABL.

(2) If required, the validity of the contract shall depend on the receipt of an agreed progress payment, a letter of credit following the contract, a cover note for export credit insurance, and any necessary approval by public authorities. If all the required conditions are not met within 45 days from the date of issue of the contract, the contract shall be deemed null and void and non-existent.

(3) An amendment to the contract shall only be effective if it has been jointly agreed in writing by the Customer and ABL in advance.

§ 2 Delivery – Risk – Reservation of Ownership

(1) The goods shall be delivered EXW (Ex Works) from ABL in accordance with Incoterms 2020. Partial deliveries shall be permitted. The risk of loss of or damage to the goods shall be transferred to the Customer at the time of delivery of the goods.

(2) If the delivery terms are not EXW (Ex Works) or FCA UNLOADED (free carrier) and if damage occurs during transport and/or if such damage is discovered by the Customer during an inspection, the Customer shall notify ABL by fax or e-mail without delay and file

a claim against the carrier, in which the damage is precisely described and noted on the documents submitted by the carrier to the Customer and of which the Customer retains a copy. The Customer shall then confirm this claim for damages against the carrier by registered letter without delay. The Customer shall indemnify ABL and/or its insurance company against all claims and shall hold ABL harmless in the event any damage suffered by ABL as a result of failure on the part of the Customer to comply with the notification of claim and confirmation of damage described above.

(3) ABL shall reserve ownership of the delivered products until the purchase price has been paid in full and all (balance) claims, including future ones, have been settled ("reserved goods"). Any treatment or processing of the reserved goods shall be carried out on behalf of ABL. In the event of that the Customer incorporates the goods of ABL into third-party goods, ABL shall acquire joint ownership of the resulting new products in the proportion of the value of the reserved goods to the third-party goods used. The resulting products shall also be regarded as reserved goods of ABL. The same shall apply if the reserved goods are combined or mixed with goods of third parties or of the Customer. The Customer shall be entitled to sell the reserved goods within the scope of its proper business operations. The Customer shall be obligated to reserve ownership for itself if the latter resells reserved goods on credit. In the event of third-party access to the reserved goods, the Customer shall draw attention to the ownership of ABL and inform ABL without delay. The Customer hereby assigns to ABL by way of security all claims to which the Customer is entitled from the resale of the reserved goods and the business relationship with its customers in connection with the resale of the reserved goods with ancillary rights in the amount of the value of the reserved goods. The Customer shall be authorised and obligated to collect the assigned claims. If the Customer is in default of payment, ABL shall be entitled at any time to revoke the direct debit authorisation and to notify the customers of the Customer of the assignment as well as to take back the reserved goods or, if applicable, to demand assignment of the surrender claims of the Customer against third parties. The Customer shall be obligated to inform ABL of the information necessary for the collection of the claims and to surrender the relevant documents. The taking back or seizure of the reserved goods by ABL shall not constitute a withdrawal from the contract. ABL shall release the securities at the request of the Customer to the extent that their value exceeds all claims to be secured by more than 20%.

§ 3 Terms for Performance of the Contract

(1) If necessary, the Customer shall provide ABL in good time with all drawings, data, documents and other information required for the performance of the contract; the Seller may rely on these drawings, documents, data and information without further investigation and shall base the performance of the contract on them. ABL shall not be liable for design, manufacturing or other errors that result from incorrect drawings, documents,

data or other information given by the Customer or third parties.

(2) If ABL is unable to deliver the entire quantity of goods, for whatever reason, ABL may reasonably and appropriately distribute its manufacturing capacity between other buyers and other affiliates of ABL. ABL shall inform the Customer of the terms under which such an allocation takes place.

§ 4 Delivery Times – Acceptance

(1) The delivery dates or periods set out in the contract shall represent the best estimate on the part of ABL thereof; except in the case of liability based on wilful misconduct or gross negligence and damages for negligent actions causing death or personal injury, ABL shall not be liable for compliance with these delivery dates or periods and any claims derived therefrom. Delivery times shall be postponed or extended automatically in the event of delays not attributable to ABL; e.g. in case of force majeure or non-fulfilment on the part of the Customer of its obligations.

(2) The Customer shall carry out the incoming goods inspection in accordance with § 6 (3). If the Customer fails give notice of defects, the goods shall be deemed to have been accepted. Customer reservations with regard to faults/defects which do not impair the basic function and/or quality of the goods shall not prevent full acceptance of the goods. If a defect is not attributable exclusively to ABL, the Customer shall return the goods at its own risk and expense. All goods are determined by the part numbers/labelling of ABL; the part numbers/labelling of the Customer are for information purposes only.

§ 5 Prices – Payments

(1) Prices are valid in euros and under EXW delivery of the goods from the premises of ABL (Incoterms 2020). The costs of packaging the goods are not included and will be charged separately. The prices fixed in the contract may be adjusted by ABL according to the development of raw material prices. All prices are exclusive of taxes (e.g. VAT), fees, as well as other charges including transport and insurance costs. The Customer shall indemnify ABL against all tax liabilities relating to the sale, receipt or retention of the goods. If a law or regulation comes into force after the date of the offer of ABL which leads to an increase in costs, the price shall be adjusted accordingly. For transactions within the EU, the Customer shall provide ABL with all information and documents required for VAT purposes.

(2) The goods will be invoiced upon EXW delivery from ABL. Unless otherwise agreed upon all invoices shall be payable without deductions within 10 days of the invoice date. Notwithstanding further rights, ABL shall be entitled to charge interest

in the amount of 9% above the respective base interest rate of the European Central Bank in the event of default of payment. No deductions shall be made for payments made before the due date.

(3) Payments shall be made without deductions, withholding, offsetting and irrespective of any disputes and/or litigations between ABL and the Customer.

§ 6 Warranty

(1) ABL shall warrant that the goods comply with the technical specifications of ABL and are free from defects in material and workmanship. Unless otherwise stipulated by mandatory law, the warranty for material defects shall end 24 months after delivery of the goods.

(2) If the goods prove to be defective within the warranty period, ABL shall be entitled to repair all or parts of the defective goods within the scope of its right to remedy at its discretion or to replace or modify them under the same contractual terms. ABL shall also be expressly entitled to replace parts or the entire product in the form of the current manufacturing series. Within the scope of the right to remedy, ABL shall also be entitled to have any repair and/or replacement carried out by a sales partner to be determined by ABL. ABL shall also be expressly entitled to remedy the defect by installing an entire replacement device. The choice and form of the remedy shall be at the sole discretion of ABL.

(3) The warranty is subject to the condition that the Customer receives, treats, stores, installs, operates and maintains the goods properly, does not subject the goods to changes or modifications or damage the goods and that the goods are inspected immediately upon delivery and notice given in writing about obvious defects at the least within 5 working days from the time of delivery. Defects which are not immediately obvious must be reported in writing immediately after their discovery. The written notification must contain an exact description of the defect.

(4) The warranty does not apply to friction materials and other defects caused by specifications given by the Customer and/or third parties, e.g. delivery and/or instructions for construction, material, products and tools, or to wear and defects caused by normal wear and tear. Warranty claims against ABL shall also be excluded if the products of ABL have been changed, modified, adapted, repaired independently and not in agreement with ABL, or other unauthorised measures have been carried out by the Customer or by another unauthorised and non-certified third party. The exclusion of warranty does not apply in case of repair attempts agreed upon in writing with ABL.

§ 7 Liability – Contractual Penalties

(1) Under no circumstances, whether for breach of contract, tort (including liability for negligence, product liability, strict liability or other liability) under warranty or otherwise, shall ABL be liable to any person or company (including the Customer) for any damage caused by disassembly or re-installation of the goods. Further claims for damages and reimbursement of expenses on the part of the Customer for whatever legal reason, in particular for breach of obligations arising from the contractual obligations and tort, are excluded.

This shall not apply in the case of mandatory liability, e.g. under the German Product Liability Act, in the case of wilful misconduct, gross negligence, negligent actions causing death or personal injury or breach of material contractual obligations.

(2) The claim for damages for the breach of material contractual obligations is, however, limited to the foreseeable damage typical for the contract, unless wilful misconduct or gross negligence exists or liability is assumed for negligent actions causing death or personal injury.

§ 8 Return Policy

For defect-free products and deliveries, ABL has a return policy on a goodwill basis under the following conditions, which must be met cumulatively and in total:

- The return of goods was announced by the customer and approved by ABL. Unannounced returns will be returned to the customer by ABL at the expense of the customer.
- The purchase of the goods (the date of dispatch by ABL is decisive in this respect) took place within a period of 2 years from receipt of the returns request.
- The goods are in their original packaging.
- The returns request refers to complete packaging units.

The return is also subject to the following procedural requirements and can only take place if these are met:

- The return shall be sent to ABL free of charge.
- The customer shall receive an RMA number and a returns form by e-mail, which must be enclosed with the goods.
- The RMA number issued upon authorisation must be clearly visible on the goods.

ABL shall charge the customer a processing fee of 25% of the net value of the goods plus any discount and/or bonus payments applied. Any necessary repackaging, freight, customs or other costs incurred, increased processing costs or goods returned in a condition which does not correspond to the condition of the original shipment, shall be subject to a

higher processing fee in each case. This increased processing fee will be communicated to the customer by ABL. Returns are subject to payment of this processing fee.

§ 9 Confidentiality – Industrial Property Rights – Patent Infringements

(1) ABL shall have industrial property rights to all drawings, designs, specifications, documents, information or expertise made available under the contract and to expertise, improvements, discoveries or inventions made or developed in the context of the performance of the contract and/or resulting therefrom (“IP”). The Customer shall undertake to obligate its employees, agents, suppliers and contractors as well as their contractors to treat IP as strictly confidential and not to use, copy, reproduce, release, disclose or publish IP in any way or to provide third parties with access to or ownership of IP without the prior written consent of ABL. IP shall remain the property of ABL and shall only be made available to the Customer for the performance of the contract.

(2) ABL shall indemnify and hold the Customer harmless against any and all damages and costs arising out of or in connection with the normal sale and use of the goods developed by ABL and imposed in any litigation or IP infringement proceeding and valid in the country of manufacture of the goods, provided that ABL has been notified without delay in writing and has been given all the required information, assistance and authority for the defence of said litigation or proceeding and the infringement does not arise from any application, use of such goods in relation to or in combination with other materials, means of production, apparatus or units not supplied by ABL or from changes made to the goods by anyone. In the event that the goods or any part thereof, in the manner described herein, become the subject of any litigation or proceeding in which an infringement of industrial property rights is found and use is prohibited by law, ABL shall, at its sole discretion and expense, take any of the following actions: give the Customer the right to continue to use said goods or parts thereof; to replace them with materially similar goods that do not infringe any industrial property rights; or to change the goods so that they no longer infringe any industrial property rights. The defence and indemnification of ABL as described herein shall constitute the full fulfilment of all of its obligations or liabilities to the Customer with respect to any infringement of industrial property rights and shall constitute the exclusive legal remedy of the Customer with respect thereto.

(3) The Customer shall indemnify and hold ABL (including its suppliers) harmless against all costs (including lawyer’s fees), damages, losses and/or proceedings, arising out of any claim or litigation that the goods infringe industrial rights according to the designs, changes,

specifications or instructions of the Customer (including its subcontractors).

§ 10 Manufacturing Equipment

Any tools, machinery, systems and other manufacturing equipment of a similar nature, manufactured or purchased by ABL for the performance of the contract ("manufacturing equipment"), shall be the exclusive property of ABL, even if the Customer contributed to the cost of the manufacturing equipment.

§ 11 Force Majeure

ABL shall not breach the contract, provided that the non-conformity has arisen due to force majeure. Force majeure shall be defined as any event beyond the reasonable control of ABL, such as: unavoidable events, acts of terrorism, storms, floods, fire, civil unrest, sabotage, trade restrictions, strikes, any form of industrial action, effects of energy and/or raw material shortages, manufacturing equipment failure or defect, delay in transportation due to force majeure, intervention by civil authorities, laws, regulations or instructions of any public authority (including delayed or non-issuance of licenses, certificates or authorisations of any kind whatsoever), wars or any act of negligence on the part of the Buyer. In this case, the contractual periods shall be postponed until the situation of force majeure has ended. If the situation of force majeure lasts longer than 3 months, both parties may terminate the contract (without prior court order); they shall agree in good faith on the consequences of such a termination.

§ 12 Termination

(1) If the Customer fails to make payments to ABL under the purchase contract or ABL determines at its sole discretion that the financial condition of the Customer (with or without information provided by the Customer) is insufficient or threatening to become insufficient, ABL may suspend the performance of the contract or extend the period for performance of the contract until any outstanding claims have been settled by the Customer and/or demand immediate payment prior to delivery.

(2) ABL shall be entitled to terminate the contract with immediate notice in writing if the Customer breaches material contractual obligations. A default of payment of more than 30 calendar days shall also constitute a material breach of contract. In this case, the Customer shall pay for all goods already delivered as well as the goods deliveries prepared at the time of termination, notwithstanding further rights as the law stands.

(3) If ABL provides services in the form of recurring services, ABL shall be entitled, irrespective of any other agreements to the contrary, to terminate the contractual relationship at the end of any calendar month subject to a notice period of 3 months. Unless otherwise agreed in individual cases, the Customer shall also be entitled to this right of termination.

§ 13 Applicable Law - Dispute Resolution

The contract shall be subject exclusively to German law, excluding the UN Convention on Contracts for the International Sale of Goods. The application of German conflict of laws shall also be excluded in this respect. For any disputes arising from or in connection with the contract, the courts in Nuremberg shall have exclusive jurisdiction, both *ratione materiae* and internationally. This shall also apply to counterclaims and interim injunctions.

§ 14 Other Provisions

(1) The Customer is not entitled to assign rights and/or obligations of the contract in whole or in part and/or to transfer them to third parties without the prior written consent of ABL. The latter may assign or transfer contractual rights and obligations to its affiliated companies or to one or more subcontractors.

(2) The Customer shall be responsible for dealing with government agencies and licensing authorities and shall obtain at its own expense licenses and permits required for the performance of the contract (including for the use, sale or distribution of the goods or the provision of services) in the relevant country. The Customer shall assist ABL in obtaining visas, permits and customs clearances where necessary.

(3) The place of performance and exclusive place of jurisdiction for all claims arising from the underlying contractual relationship shall be Nuremberg.

(4) The total or partial invalidity of individual contractual provisions shall not affect the overall validity. Instead, the parties shall agree on a substitute provision that is as close as possible to the meaning and purpose of the provision in question.