

General Terms and Conditions of the maxon Group for the Procurement of Products and Other Services

1 General Provisions

- 1.1 The legal relationships between maxon and the Supplier regarding products or other services provided to maxon by the Supplier (collectively, "service" or "services"), shall be governed exclusively by these General Terms and Conditions. General Terms and Conditions of the Supplier shall apply only to the extent that maxon has expressly agreed to them in writing.
- 1.2 By accepting an order, the Supplier acknowledges that these General Terms and Conditions apply exclusively.
- 1.3 The Supplier's offers shall be binding and provided free-of-charge. The Supplier shall not be entitled to increase prices due to changed or unforeseeable circumstances.
- 1.4 Orders, contracts and delivery call-offs, as well as amendments or additions to these, require the written form. Orders and delivery call-offs can also be submitted by remote data transmission, fax or e-mail.
- 1.5 Oral agreements, particularly subsequent amendments and supplements to these General Terms and Conditions, including this written form clause, as well as ancillary agreements of any kind require written confirmation by maxon to be effective.
- 1.6 The Supplier is aware that maxon shall use the services provided by the Supplier in the manufacture of products that are sold and used all over the world (especially in the USA).

2 Prices

- 2.1 Prices are "ex-works" (DDP according to Incoterms 2010), including packaging, assembly, installation and the costs associated with installation and assembly. Unless otherwise agreed by the Parties, the prices shall be in CHF. If maxon pays freight costs, these shall be refunded by the Supplier as communicated to the Supplier by maxon. To this extent, the Supplier waives all defences and objections.
- 2.2 In the absence of a prior written agreement between maxon and the Supplier, additional costs shall not be borne by maxon, regardless of their legal or factual basis (including quantity deviations in favour of maxon). The Supplier shall indemnify maxon against all liabilities to this extent.

3 Delivery Dates/Delay

- 3.1 Agreed dates and deadlines shall be binding. If a service has not been provided or has not been provided in full by the Supplier by the time the agreed deadline expires, the Supplier shall be in default without the necessity of a reminder from maxon. The Supplier is obliged to compensate maxon for all direct and indirect damages incurred due to delay. The unconditional acceptance of a delayed service by maxon does not constitute a waiver of claims in relation to the delayed service.
- 3.2 In the event of a delay on the part of the Supplier, maxon can demand a contractual penalty in the amount of 1% of the value of the order, though only to a maximum of 5% of the value of the order, for each started calendar week. Payment of this contractual penalty shall not release the Supplier from its obligation to fulfil the contract. The contractual penalty is owed cumulatively for damages caused by delay according to Clause 3.1 and shall not be offset against the damages caused by delay. Partial shipments, even if agreed, do not constitute a release from the contractual penalty. In the case of partial shipments, these shall be deducted from the damages caused by delay according to their share of the whole.
- 3.3 If the Supplier anticipates difficulties that may prevent it from being able to deliver on time or in the agreed quantity or quality, it must inform maxon of this immediately in writing stating the reasons for and duration of the difficulties, as well as measures for eliminating them.
- 3.4 maxon is not obliged to accept early or incomplete services.
- 3.5 For quantities, weights and measurements, the values determined by maxon are decisive unless proven otherwise.

4 Resources (Tools, Devices, Models, etc.) and Provided Materials

- 4.1 Resources (e.g., tools, devices, models, drawings, samples, gauges, etc.) provided by maxon are not the property of the Supplier; they may not be used for third parties.
- 4.2 The resources provided by maxon are to be handled with care by the Supplier, stored and maintained at its own expense so that they are always ready for use to the extent to which they were provided, secured against any damage and taken to any location specified by maxon upon first request from maxon and made available there in defect-free and fully operational condition without reservation to maxon or a third party

designated by maxon. The shipping costs shall be regulated by agreement between the Parties.

- 4.3 Insofar as maxon pays the Supplier for the resources, the Supplier shall transfer ownership of the resources to maxon. The transfer shall be replaced by a loan contract that is hereby agreed and based on which the Supplier is entitled to possession of the resources until revoked by maxon. The Supplier is not entitled to a right of retention for such resources owned by maxon.
- 4.4 Provided materials of any kind shall remain the property of maxon. Property, patents, copyrights, trademarks, designs, topographies and other protective rights to all materials and documents submitted to the Supplier by maxon or at maxon's direct or indirect instigation are retained by maxon. They are to be identified as belonging to maxon by the Supplier and stored, labelled and managed separately. They may only be used in the context of contract execution and for the benefit of maxon. In the case of a reduction in value or loss, the Supplier shall have to provide compensation.
- 4.5 After the service has been rendered, maxon is entitled to dispose of the resources (tools, devices, models, etc.) and provided materials at its own discretion.
- 4.6 maxon does not grant any warranty or accept any liability toward the Supplier for the provided resources.

5 Transport/Packaging

- 5.1 Delivery is "ex-works" (DDP according to Incoterms 2010). The Supplier is obliged to provide its service at each agreed location and at the agreed price in full, on time and free of defects. The Supplier bears sole responsibility for the timely organisation and provision of all necessary specialist personnel, tools (e.g. forklift, crane), materials, etc.
- 5.2 The Supplier is responsible for professional packaging. Furthermore, the Supplier is responsible for choosing packaging, markings and labelling that comply with the legal provisions at the place of fulfilment and any instructions from maxon. The packaging is to be environmentally friendly and prepared in such a way that it can be unloaded without delay using a forklift or crane. The delivered goods are to be professionally protected against damage and moisture.
- 5.3 The Supplier undertakes to comply with the customs regulations, rules of origin and regulations on export controls according to the relevant national and international legal bases and to provide maxon with the necessary documents and information in this regard.

6 Service and Audit

- 6.1 The service must offer the highest degree of operational safety. A construction must be completed taking the latest state-of-the-art into account and is to be maintained in such a way that revisions and repairs are kept to a minimum and can be executed within the shortest possible time.
- 6.2 In addition to the right to use software included in the scope of service along with its documentation to the extent permitted by law, maxon shall also have the right to use the software according to the agreed features and to the extent necessary for contractual use of the service. Any license fees are to be paid by the Supplier. maxon shall be entitled to make backup copies.
- 6.3 Insofar as maxon pays the Supplier for development services with a one-off payment, allocation to the part price or in any other way regarding novel proprietary results (e.g., designs, drawings, sketches, layouts, blueprints, plans, construction data, information) created in connection with the development and delivery to maxon, the Supplier shall grant maxon a non-exclusive, irrevocable, transferable right unlimited in terms of time, locality and content, to use, modify, edit and disseminate these results in any way free-of-charge.
- 6.4 Without the prior written consent of maxon, the Supplier shall not be entitled to make changes regarding the service, production location or the factors that influence features of the service.
- 6.5 The Supplier is to inform maxon of possible improvements and technical changes immediately in writing. If the Supplier has concerns regarding the type of execution requested by maxon, it shall inform maxon of these in writing immediately.
- 6.6 Upon first request from maxon, the Supplier shall grant maxon access to its corporate facilities within and during a reasonable period and shall allow all actions necessary for maxon to verify compliance with the statutory requirements and these General Terms and Conditions as well as any other contractual agreements.

7 Warranty/Breach of Contract

- 7.1 The Supplier shall ensure, (a) that the service corresponds to the agreed specifications from delivery to expiry of the warranty period, and that it is free of any material defects and defects in title, (b) that the service does not breach any third party rights (copyrights, patents, trademarks, utility models, etc.), according to the drawing using the best, appropriate and brand new material, (d) appropriate construction and proper installation of the service, (e) that the latest state-of-the-art is taken into account, (f) that the service corresponds in every respect to the statutory provisions applicable at the place of fulfilment and the relevant technical and safety regulations there at the time of use, (g) that the service (regardless of the place of fulfilment) complies with the requirements of REACH, ROHS and those concerning conflict minerals (such as the Dodd-Frank Act). The Supplier must ensure through corresponding contracts that its suppliers also fulfil this warranty.
- 7.2 Acceptance is subject to inspection for defects. maxon is not obliged to subject a service to a receipt or suitability inspection. A sample test shall be carried out. The Client is obliged to inform the Supplier of defects in the delivery immediately in writing, as soon as they are discovered in the ordinary course of business. To this extent, the Supplier waives the plea of delayed notification of defects.
- 7.3 In the event of a breach of warranty or other non-fulfilment or poor fulfilment of the contract, the Supplier shall reimburse maxon for all damages arising directly or indirectly from this. The Supplier shall be liable for all damages. In addition to compensation for damages - and without prejudice to the maxon's further statutory and contractual entitlements - maxon can exercise the following rights at its own discretion: (a) replacement delivery, (b) repair and, after a reasonable grace period set for this has expired, (c) price reduction, (d) elimination of the defect at the expense of the Supplier and (e) procurement of a replacement elsewhere at the expense of the Supplier. The options listed in the previous sentence shall be reinstated if the Supplier does not comply with the right asserted by maxon within the deadline set by maxon.
- 7.4 If claims are asserted against maxon by third parties, the Supplier is obliged to indemnify maxon against all claims upon first request, if and insofar as a service by the Supplier may originally have caused the alleged damage.
- 7.5 The Supplier shall be liable for its staff and other vicarious agents as it is for its own actions.
- 7.6 The warranty applies for 24 months after the date of service provision (e.g. delivery) to maxon. In the case of replacement parts and repair work, the warranty lasts for 24 months after completion of the repair work or for 24 months after delivery of the replacement part.

8 Invoicing/Conditions

- 8.1 The Supplier shall invoice maxon by post (in the original). Subject to maxon's special requirements, invoice documents are to contain precise information regarding the order number, order item, number of units, maxon article number, description of the goods and the country of origin. Invoices that do not comply with these specifications shall not be due for payment.
- 8.2 Invoices that comply with the requirements of maxon shall be due for payment 60 days after acceptance of the service. In the case of the delivery of products, the deadline period begins 60 days after receipt of defect-free goods at the place of fulfilment. In the case of other services, the deadline period of 60 days begins upon the unconditional signing of an acceptance protocol by maxon. If payment is made within 30 days of acceptance of the service, maxon is entitled to a discount of 2%. The right to offset against counterclaims remains reserved. It is sufficient to meet the deadline if maxon issues a corresponding payment order within the payment deadline. Maxon shall not be in default without a written reminder.
- 8.3 The Supplier must deliver the invoice separately and may not attach it to the services. Invoicing is not subject to charge. The Supplier must issue VAT-compliant invoices.
- 8.4 Payment shall be made subject to invoice verification. The unconditional payment of the invoice does not imply acknowledgement of the service as contractually compliant.
- 8.5 We shall be entitled to offsetting and retention as well as pleas of non-fulfilment of the contract to the extent permitted by law. In particular, we are entitled to retain payments that are due, as long as claims arising from incomplete and defective services are still owed to us.

9 Obligation to Perform in Person, Assignment and Offsetting, All-time Demand

- 9.1 The Supplier is not entitled to have the service it owes performed by third parties.
- 9.2 The Supplier is not entitled to any right of offsetting or settlement against maxon or the companies affiliated with maxon. The Supplier is not entitled

to assign its claims against maxon to third parties or to have them collected by a third party.

- 9.3 If the Supplier intends to discontinue the services to be provided to maxon either in part or in full, the Supplier must inform maxon in writing at least 12 months in advance for the purpose of procuring an all-time requirement. In the case of electronic products, the Supplier is to inform maxon in writing as soon as possible, so maxon has at least 6 months after receiving this information to place last orders and the Supplier is still able to deliver for at least 12 months after informing maxon. In order to avoid misunderstandings: This provision does not give rise to any right on the part of the Supplier to cease contractually guaranteed services.

10 Place of Fulfilment

The place of fulfilment for all services is the location specified by maxon. In all other respects, the place of fulfilment is the registered office of maxon.

11 "Maxon Supplier Code of Conduct (CoC)"

The Supplier confirms that it has received the "Maxon Supplier Code of Conduct (CoC)" and undertakes to comply with this. The Supplier shall ensure that third parties (e.g. suppliers and subcontractors) it uses for the fulfilment of the contract are obligated accordingly and shall implement control measures in this regard. If the Supplier, one of its auxiliary personnel or a third party it uses for the fulfilment of the contract breaches the "Maxon Supplier Code of Conduct (CoC)", maxon is free to choose - without cost implications for maxon and without prejudice to maxon's further statutory and contractual entitlements - to withdraw from the contract with immediate effect either in whole or in part or to terminate the contract without notice in whole or in part.

12 Severability Clause

Should individual provisions of these General Terms and Conditions prove to be legally ineffective or impracticable for legal reasons, the validity of the remainder of these General Terms and Conditions shall remain unaffected. In such a case, the Parties shall reach an agreement that replaces the respective provision with an effective provision that is economically closest to the ineffective provision, and shall submit to this.

13 Applicable Law and Place of Jurisdiction

- 13.1 All agreements between the Parties are governed by German law, excluding its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 13.2 In order to decide on all disputes arising from or about this contract, the Parties agree to submit to the jurisdiction of Freiburg District Court. maxon shall further be entitled to bring action against the Supplier in the jurisdiction of its head office or its branch office or in the jurisdiction of the place of fulfilment.
- 13.3 During a dispute arising from or about this contract, the Supplier may not interrupt its work or otherwise refuse to fulfil its contractual obligations in whole or in part.