

Terms of Purchase

These Terms of Purchase (hereinafter referred to as "**Terms**") govern the fundamental legal relationships between AP Sensing GmbH (hereinafter referred to as "**AP Sensing**") and its contractual partners (hereinafter each referred to as "**Supplier**") for the purchase of goods, work and/or services by AP Sensing (hereinafter each referred to as "**Supplies**").

1. Order

The terms and conditions contained herein shall apply exclusively to orders, unless the parties have expressly agreed otherwise. Additional or deviating terms and conditions contained in an order confirmation or acceptance by the Supplier shall be ineffective.

2. Prices and Terms of Payment

2.1 The agreed prices are fixed prices.

2.2. Unless otherwise agreed, the Supplies shall be provided in accordance with DAP (INCOTERMS 2020).

2.3 Unless otherwise agreed, payment shall be made within (14) calendar days with a 2% discount or within (30) calendar days. These payment periods shall commence after complete performance of the service or acceptance and receipt of a proper invoice.

3. Transfer of Risk and Ownership

The transfer of risk and ownership shall take place upon delivery of the Supplies in accordance with the agreed INCOTERM.

4. Warranty

The Supplier warrants that the Supplies are free from defects and third party rights. The contractual warranty is (2) years from the date of performance. AP Sensing shall be entitled to the statutory warranty claims in full.

5. Liability

The Supplier shall be liable without limitation in accordance with the statutory provisions for all damage caused by it or subcontractors in the performance of the Supplies.

6. Compliance and Legal Conformity

6.1 The Supplier agrees to perform this Contract in accordance with applicable laws and policies, including those relating to anti-bribery and anti-corruption (such as the U.S. Foreign Corrupt Practices Act or the UK Bribery Act). Local laws shall be complied with, but at a minimum the following obligations.

6.2 Export control and customs: The Supplier is obliged to inform AP Sensing in writing as early as possible prior to the delivery date about any licensing obligations of his goods according to the respective applicable German, European (EU), US-American export, customs and foreign trade law as well as according to export, customs and foreign trade law of the country of origin of his goods and to provide AP Sensing with all other information and data required by AP Sensing in case of export and import as well as in case of further distribution in case of re-export of the goods (among others commodity code, country of origin, supplier's declaration, etc.). The Supplier shall be solely liable and

responsible in case of non-compliance with these regulations.

6.3 Minimum Wage Act: The Supplier undertakes and shall ensure, when executing its orders, that it complies with all obligations incumbent upon it under the relevant Minimum Wage Act and that it pays the minimum wage in the respective statutory amount. Furthermore, the Supplier shall ensure that subcontractors and rental companies used by it also comply with the statutory provisions on the minimum wage.

6.4 Conflict Minerals: The Supplier undertakes to identify the use of "Conflict Minerals" (tin, gold, tantalum, tungsten) in its supply chain and to take appropriate measures to ensure that materials and components supplied to AP Sensing do not contain any conflict minerals pursuant to Section 1502 of the US Dodd-Frank Act.

6.5 Marking: All goods that are subject to CE marking must be marked accordingly according to applicable EU law. They must be accompanied by all documents required for such marking. The same applies accordingly to the UKCA labelling obligation for deliveries or final deliveries to Great Britain.

6.6 RoHS, REACH: The Supplier undertakes to comply with the directives of the European Union: 2002/95/EC (RoHS), or its successor 2011/65/EU (RoHS II), as well as EC Regulation 1907/2006 (REACH).

6.7 The Supplier is committed to upholding human rights, observing labour standards and not tolerating discrimination, forced labour or child labour. The Supplier shall adhere to AP Sensing Social Corporate Responsibility Policy available under [Social Corporate Responsibility](#).

6.8 Legal consequences: In the event that the Supplier breaches any of the aforementioned obligations, the Supplier shall indemnify both AP Sensing and its customers against all costs, claims by third parties (in particular direct or indirect claims for damages) as well as other disadvantages (e.g. fines) resulting from the breach of the aforementioned provision. This does not apply if the Supplier is not responsible for this breach of duty. Furthermore, AP Sensing is entitled at any time to immediately cancel the corresponding order and to refuse acceptance of the corresponding services without incurring any costs for AP Sensing. Possible claims for damages remain unaffected by this. Cancellation or refusal of acceptance does not constitute a waiver of any claims for damages.

7. Data Protection, Confidentiality, Intellectual Property

7.1 The Parties undertake to comply with all relevant laws and regulations on data protection, in particular on the protection of personal data, within the framework of their cooperation. If personal data are processed, this shall only be done if and to the extent that the processing is permitted by law.

7.2 The order of AP Sensing is to be treated confidentially. Furthermore, the Supplier must keep secret commercial and technical information and documents which are not generally known and which become known to him in the course of the business relationship and use them exclusively for the provision of the ordered Supplies. Drawings, models, samples and similar items may not be handed over or made accessible to unauthorised third parties. The reproduction of such items is only permitted within the framework of the copyright provisions and only to the extent that this is necessary for the fulfilment of the obligations incumbent on the Supplier. Any subcontractors shall be obliged to maintain confidentiality accordingly.

7.3 The Supplier may only mention, depict or otherwise use the company name, logo or trademarks of AP Sensing on advertising material, when providing references or in other publications if AP Sensing has agreed to this in writing in advance.

7.4 If the Supplier is developing or designing any product or work (including but not limited to hardware, software, codes, etc.) for AP Sensing within the scope of these Terms of Purchase, AP Sensing shall retain all rights, including intellectual property rights, and in case such property rights are not transferable by law, the exclusive and irrevocable right of use of these products and work.

8. Other Provisions

8.1 The place of jurisdiction is - as far as permissible - the registered office of AP Sensing. The contract shall be governed exclusively by German law - to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

8.2 Should one or more of these contractual conditions be or become ineffective, the remaining provisions shall remain unaffected. The ineffective conditions shall be replaced, insofar as no corresponding provision of dispositive law exists, by such agreements that come closest to the economic objective of these conditions with due regard to legality.