

General Terms and Conditions of Purchase

Liveo Research GmbH

Liveo Research PPI GmbH & Co. KG

Liveo Research SFS GmbH & Co. KG

1. Scope of Application, Form

- 1.1. The general terms and conditions of purchase at hand (hereinafter called "**General Terms**") of Liveo Research GmbH, Liveo Research PPI GmbH & Co. KG and Liveo Research SFS GmbH & Co. KG (hereinafter called "**Liveo**") apply to all business relations with our clients and suppliers (hereinafter called "**Sellers**"). The General Terms apply only if the Seller is deemed to be an entrepreneur in the meaning of Sec. 14 of the German Civil Code (German legal term: „Bürgerliches Gesetzbuch“) or a domestic legal entity under German Public Law (German legal term: „öffentliches Recht“) or a domestic special fund under German Public Law.
- 1.2. The General Terms especially apply to contracts on the sale or the delivery of goods (hereinafter called "**Goods**") irrespective of whether the Sellers' Goods are manufactured by themselves or purchased by subcontractors (Sec. 433, 650 of the German Civil Code). Unless otherwise agreed, the General Terms apply at the time of the purchaser's order as framework agreement in their then-current version or at least in the latest submitted text form also to similar future contracts without pointing it out in each individual case.
- 1.3. The General Terms apply exclusively. Deviating, conflicting or supplementary general terms and conditions become only integral part of the contract if we have agreed to their validity in writing explicitly. This approval requirement applies to any case, for instance even if we accept the Sellers' delivery without reservation being aware of their general terms and conditions.
- 1.4. Separate agreements reached with the Seller in individual cases (including side agreements, additions or changes) have priority over these General Terms. In the absence of comprehensive evidence to the contrary, for the content of such agreements a written contract or our written confirmation shall be authoritative.
- 1.5. Legally relevant declarations or notifications made by the Seller with reference to the contract (e.g. setting a deadline, reminder notice, rescission) must be submitted in written or textual form (e.g. letter, email or telefax). Statutory form requirements and further evidence, especially in case of doubts about the declarant's legitimacy, remain unaffected.
- 1.6. Indications to the validity of statutory provisions shall only have clarifying significance. Therefore, the statutory provisions apply even without such a clarification, unless they are modified or excluded explicitly in these General Terms.

2. Conclusion of Contract

- 2.1. Our order is binding with written submission or confirmation at the earliest. For the purpose of correction and completion of acceptance, the Seller shall make us aware of obvious mistakes (e.g. misspellings or calculation errors) and incompleteness of the order including the order documents prior to acceptance, otherwise the contract shall be regarded as not-concluded.

- 2.2. The Seller is obliged to confirm in writing our order within a deadline of 2 weeks or to execute the order without any reservation, especially by way of delivery (acceptance). A delayed acceptance is considered a new offer and requires our acceptance.

3. Delivery Time and Delayed Delivery

- 3.1. The delivery time mentioned in our order is compulsory. If the delivery time is not mentioned in our order and not agreed otherwise, it shall amount to 2 weeks from the conclusion of the contract. The Seller is obliged to inform us immediately in writing, if the agreed delivery time is not likely to be met for whatever reasons.
- 3.2. If the Seller does either not deliver at all or not within the agreed delivery time or if the Seller is in default, our rights are then determined by the statutory provisions, especially with respect to the rights of rescission and claims for damages. The regulations of para. 3.3. shall remain unaffected.
- 3.3. If the Seller is in default, we can claim, in addition to further statutory claims, liquidated damages caused by the default in the amount of 1% of the net sales price per each completed calendar week, but in total not more than 5% of the net sales price of the goods which are delivered behind schedule. We reserve the right to prove that we have suffered a higher damage. The Seller reserves the right to prove that substantially less or no damage has occurred.

4. Performance, Delivery, Transfer or Risk and Default in Acceptance

- 4.1. Without our prior written consent, the Seller is not allowed to let a third party (e.g. a subcontractor) perform its duties under the contract.
- 4.2. The supply and performance are to be done DAP (Incoterms 2010) at the place indicated in the order. If the place of destination is not stated and nothing else has been agreed on, the delivery must be made to our place of business in Staufen, Germany. The respective place of destination is also the place of performance for a delivery or any other supplementary performance (obligation to provide).
- 4.3. The delivery is to be enclosed with a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity of articles) as well as our purchase order identifier (date and number). If the delivery note is missing or incomplete, we are not responsible for delays in processing and payment resulting from this default. Separate from the delivery note, a respective dispatch note with the same content must be submitted to us.
- 4.4. The risk of accidental loss and deterioration of the delivery Goods shall be passed to us upon handover at the place of performance. If an acceptance has been agreed, it is determinative for the transfer or risk. In addition, the statutory provisions of the German law on contracts to produce a result (German legal term: "Werkvertragsrecht") shall apply accordingly. It is equivalent to a delivery or an acceptance, if we are in default of acceptance.
- 4.5. In the case of a default in acceptance, the statutory provisions shall apply. The Seller must, however, also offer us its performance explicitly if a specific or definable calendar period is agreed for an action or contribution on our part (e.g. the provision of material). If we are in default of acceptance, the Seller can claim compensation for its additional expenses according to the statutory provisions (Sec. 304 of the German Civil Code). If the contract concerns the Seller's manufacturing of non-fungibles (single-unit production), the Seller is entitled to additional rights only if we are bound to cooperate and are liable for the failure to provide assistance.

5. Prices and Terms of Payment

- 5.1. The price stated in the order is binding. All prices shall include statutory VAT unless stated separately.
- 5.2. Unless otherwise agreed in a given case, the price shall include all the Seller's performances and all auxiliary services (e.g. assembly, installation) as well as all additional costs (e.g. appropriate packaging, transportation expenses including possible insurance for transport and third-party indemnity).
- 5.3. The agreed price is due for payment within 30 calendar days from the date of complete delivery and performance (including an acceptance if so agreed) as well as receipt of a proper invoice. If we pay within 14 calendar days, the Seller gives us a discount of 3% of the net amount of the invoice.
- 5.4. We do not owe any default interest. The statutory provisions apply for the delay in payment.
- 5.5. We are entitled to offset and retain as well as to object the uncomplete performance of the contract to the extent permitted by statutory provisions. Especially, we are entitled to withhold due payments as long as we still hold claims arising from incomplete or faulty services against the Seller.
- 5.6. The Seller is only entitled to offset and retain on the basis of counterclaims that are undisputed or have been finally decided by a competent court

6. Secrecy and Retention of Title

- 6.1. We reserve the proprietary rights and copyrights in respect of images, maps, drawings, execution manuals, product descriptions and other documents. Such documents shall only be used for the contractual performance and must be returned to us after the completion of the contract. The documents must be kept secret from third parties, even after the completion of the contract. The secrecy obligation shall only expire, if and insofar as the know-how contained in the submitted documents becomes a matter of common knowledge.
- 6.2. The above-mentioned provisions shall apply accordingly to substances and materials (e.g. software, finished or semi-finished goods) as well as to tools, templates, samples and other items that we provide to the Seller. As long as they are not processed further, such items must be stored separately at the Seller's expense and insured against damage and loss to a reasonable extent.
- 6.3. Processing, mixing or combining (further processing) of provided items by the Seller shall be carried out for us. The same applies in the case of further processing of the delivered Goods by us so that we are considered manufacturer, thereby acquiring title to the product in accordance with the statutory provisions, at the latest by further processing.
- 6.4. The title to the Goods shall be transferred to us unconditionally and regardless of whether the purchase price has already been paid. However, if we accept in a given case a Seller's offer of assignment upon payment of the purchase price, the Seller's retention of title shall expire with the payment of the purchase price for the delivered Goods at the latest. In the ordinary course of business, even before the purchase price payment we shall be entitled to resell the Goods by advance assignment of the purchase price claim resulting from such transaction (alternatively, by application of the simple retention of title and of the extended one in the case of resale). In any case, all other forms of the retention of title are thus excluded, especially the expanded, the transmitted as well as the extended one in the context of further processing.

7. Defective Delivery

- 7.1. The statutory provisions shall apply to our rights in cases of defects of quality and defects of title (including wrong delivery and short delivery as well as improper installation, deficient assembly instructions, operating manual or instructions for use) and for any other breach of duty by the Seller unless otherwise agreed in the following.
- 7.2. According to the statutory provisions, the Seller is especially liable that the Goods are of the agreed quality upon the transfer of risk to us. In any cases, the agreed quality shall be defined by the product descriptions that are part of the respective contract, especially by statement or reference in our order, or that are equally included in the contract like these General Terms. It does not make any difference whether the product description is made by us, the Seller or the manufacturer.
- 7.3. In derogation from Sec. 442 para. 1 sentence 2 of the German Civil Code, we are also entirely entitled to claims for defects if the defect remained unknown to us as a result of gross negligence upon the conclusion of the contract.
- 7.4. The statutory provisions (Sec. 377 and 381 of the German Commercial Code; German legal term: "Handelsgesetzbuch") apply to the commercial obligation of examination and notification of defects as follows: Our obligation of examination is limited to defects that are revealed in the course of our inspection of incoming goods by visual examination including the examination of the delivery documents (e.g. transport damage, wrong or short delivery) or that become apparent in the course of our quality control by sample checks. If an acceptance is agreed for the delivery, no examination is required. Apart from that, it is crucial to which extent an examination is possible taking in consideration the particular circumstances of the case. Our duty of notification for defects discovered at a later point in time remains unaffected. Regardless of our obligation of examination, our notification of defects is to be deemed without delay and in time if it is submitted within 5 business days since discovery or, in the case of obvious defects, since delivery.
- 7.5. Supplementary performances also include the removal of the defective Good and its reinstallation provided that the Good has been built into another item according to its intended purpose. The costs of Seller (including installation and dismantling costs) arising from the inspection and supplementary performance have to be borne by the Seller even if it becomes apparent that there was no actual defect. Our liability for damages in the context of unauthorised requests for removing defects remains unaffected; insofar, we are only liable if we have (not) realised (by gross negligence) that there was no defect.
- 7.6. If the Seller does not meet its obligation to provide supplementary performance – at our option by removing the defect (subsequent improvement) or delivering a defect-free Good (replacement) – within a reasonable deadline set by us, we can then remove the defect by ourselves and demand reimbursement for the related necessary expenses or demand a respective advance payment from the Seller. If the supplementary performance made by the Seller has failed or is unacceptable for us (e.g. due to a particular urgency, danger to the operational safety or imminent occurrence of disproportionate damages), there is no need for setting a deadline; in such cases, we are going to immediately inform – if possible, in advance – the Seller.
- 7.7. Apart from this, we are entitled to reduce the purchase price or rescind the contract in the case of a defect of quality or a defect of title according to the statutory provisions. In addition, we are entitled to compensation for damages and reimbursement of expenses according to the statutory provisions.

8. Supplier Recourse

- 8.1. We are entitled to our statutory rights of recourse within the supplier chain (supplier recourse according to Sec. 445a, 445b and 478 of the German Civil Code) without any restriction in addition to the claims for defects. Especially, we are entitled to demand exactly that type of supplementary performance (subsequent improvement or replacement) from the Seller that we owe our customer in the given case. Our statutory right of selection (Sec. 439 para. 1 of the German Civil Code) shall not be restricted by this.
- 8.2. Before acknowledging or satisfying a claim for defects asserted by one of our customers (including reimbursement of expenses according to Sec. 445a and 439 para. 2 and 3 of the German Civil Code), we are going to inform the Seller, together with a short statement of facts, and to ask for a written comment. If the comment is made in due course and if we do not achieve an amicable solution, the claim for defects effectively conceded by us shall be deemed to be owed to our customer; in this case the Seller has to provide counter evidence.
- 8.3. Our claims for supplier recourse apply even if the Goods have been processed further (e.g. by assembly into another product) either by us or by another entrepreneur.

9. Product Liability

- 9.1. If the Seller is responsible for a product defect, the Seller shall be obliged to indemnify us against third party claims to the extent that the reason is deemed to be in the Seller's sphere of control and organisation and the Seller is liable in relation to third parties.
- 9.2. In terms of its indemnity obligation, the Seller has to compensate for expenses according to Sec. 683 and 670 of the German Civil Code arising from or in connection with any recourse taken by third parties, including product recalls carried out by us. With regard to content and scope of product recalls, we will inform the Seller, as far as possible and reasonable, thereby giving the Seller the opportunity to a statement. Additional statutory claims shall remain unaffected.
- 9.3. The Seller must conclude and maintain a product liability insurance with a limit of indemnity in the amount of at least EUR 10 millions for each personal injury or property damage.

10. Statute of Limitation

- 10.1. The mutual claims of the contractual parties shall become time-barred according to the statutory provisions, unless otherwise specified hereinafter.
- 10.2. By derogation of Sec. 438 para. 1 no. 3 of the German Civil Code, the general period of limitation for claims of defects of quality amount to 3 years upon passing of the risk. If an acceptance is agreed, the period of limitation shall begin with such acceptance. The triannual limitation period shall also apply correspondingly to claims of defects of title, although the statutory period of limitation regarding third party claims for possession based upon a property right (Sec. 438 para. 1 no. 1 of the German Civil Code) shall remain unaffected. Furthermore, claims of defects of title do not expire on no account as long as the third party – especially if the period of limitation is not yet expired in relation to the third party – can still assert such right against us.

10.3. The statutory period of limitation according to the law on the sale of goods, including the aforementioned extension, shall apply – within the statutory limits – to all contractual claims for defects. In case that we are also entitled to non-contractual claims for damages, the regular statutory period of limitation shall apply (Sec. 195 and 199 of the German Civil Code), unless the statutory period of limitation relating to the sale of goods is longer.

11. Privacy Policy

Liveo shall collect, process or use personal data only with the scope of data protection regulations. For details, please refer to the Privacy Policy of Liveo, which you can access under www.liveoresearch.com/en/general-terms-and-conditions or request from Liveo at any time.

12. Choice of Law and Jurisdiction

12.1. The Law of the Federal Republic of Germany under the exclusion of international unified standard law, especially the UN Convention on the Sale of Goods, shall apply to these General Terms and the contractual relation between us and the Seller.

12.2. If the Seller is deemed to be a merchant within the meaning of the German Commercial Code (German legal term: “Kaufmann im Sinne des Handelsgesetzbuchs”), a legal entity under German Public Law or a domestic special fund under German Public Law, the exclusive place of jurisdiction (also in an international context) for all litigation resulting from the contractual relationship shall be the place of our registered office in Staufen, Germany. The same shall apply, if the Seller is deemed to be an entrepreneur in the meaning of Sec. 14 of the German Civil Code. However, we are also entitled in all cases to file a suite at the place of performance of the duty to deliver according to these General Terms or according to a higher-ranking individually negotiated agreement or at the general place of jurisdiction of the Seller. Overriding legal provisions, especially with regard to exclusive jurisdiction, shall remain unaffected.