

Section 1 General Information

1. These General Terms and Conditions shall apply to all deliveries and services provided by us presently or in the future, including any consultancy services we may provide to companies, legal persons under public law, or special funds under public law. Moreover, they shall also apply to all future transactions with the customer, even in individual cases where no further explicit reference is made hereto anymore.

2. Any terms and conditions used by the customer that are conflicting with, or deviating from, these General Terms and Conditions shall not be accepted by us, unless we have explicitly agreed thereto in writing. These General Terms and Conditions shall apply even if we perform the delivery to the customer without reservation while having knowledge of conflicting or deviating terms and conditions of the customer.

3. Any amendments of or additions to these General Terms and Conditions shall be made in writing.

4. The customer is not entitled to assign any claims which the customer may have against us to any third parties unless we have expressly consented thereto. The provision set forth in Section 354a HGB (German Commercial Code) shall remain unaffected.

5. We collect, process and use your personal data, in particular your contact data for processing your order, including your e-mail address, if you provide it to us. To check your creditworthiness, we can use information (e.g. a so-called score value) from external service providers to help us make a decision and make the payment method dependent on this. This information also includes information about your address. This is done for the purpose of contract processing, Art 6 I 1 lit. b) DSGVO. Details can be found in our data protection information, which is printed after these General Terms and Conditions.

6. If any provision of these General Terms and Conditions is void or invalid, the validity of the remaining provisions shall remain unaffected.

Section 2 Offers

Our offers are nonbinding as to quantity, price, and period of delivery. An order shall become binding for us only where and insofar as we have issued an order confirmation or declared acceptance by performing the delivery.

Section 3 Prices and Payment

1. Unless otherwise specified in the order confirmations, our prices are ex works and exclusive of additional costs such as transportation charges, customs duty, and insurance.

2. Value added tax is not included in our prices and will be indicated separately on the invoice in the amount prescribed by statutory law.

3. Insofar as more than six months pass between the formation of the contract and the scheduled delivery date for the overall or partial deliveries, and if – after the formation of the contract – there occurs an increase in costs of more than 5% with respect to the delivery item, e.g., in particular, due to price increases on the part of our suppliers, we shall be entitled to increase (i.e., corresponding to the increase of our purchase costs) the prices for those delivery items. In the event that we demand a price increase that exceeds 5% of the price of the overall delivery, the customer shall be entitled to withdraw from the contract within two weeks after receiving our notification regarding the price increase.

4. Unless otherwise agreed, our claim shall be due upon delivery (in case of admissible partial deliveries, a prorated payment shall become due). Payment shall be made immediately without any deductions, in particular without any deduction of discounts or money transfer fees by way of wire transfer to our account stated on the invoice. After the claim has become due and the customer has received the invoice, we shall be entitled to charge maturity interest at a rate of 5% per year. In the event of default of payment, we shall be entitled to charge default interest at a rate of 9 percentage points above the basic rate of interest per year. We reserve the right to assert a higher damage caused by default.

5. The customer shall only be entitled to a right to set-off and a right of retention if its counterclaims have been finally and non-appealably established, are undisputed, or result from the same contract relation as our payment claim.

Section 4 Delivery

1. Any delivery dates referred to by us shall only become binding when they have been expressly confirmed as binding delivery dates.

2. Our delivery obligation is subject to the condition that we have received complete, correct and timely supply ourselves, to the extent to which we are obtaining the goods, in whole or in part, by a sub-supplier. This shall not apply if we have caused the failure to deliver or the delay.

3. The compliance with delivery periods and delivery dates by us requires that the customer fulfils its contractual duties in good time and in full. The delivery period shall commence after the clarification of any and all details of the execution of the order and subsequent to the receipt of all documents required for the execution of the order as well as of any other information that has to be provided by the customer, as well as, if applicable, any required export licenses, plus, if this has been agreed, upon receipt of a corresponding prepayment that has to be made by the customer. The delivery periods and delivery dates shall furthermore be deemed to be complied with if the goods leave our factory and/or the indicated dispatch station, or if the customer has been notified that the goods are ready to be dispatched.

4. We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, epidemics, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, lack of manpower, energy or raw materials, difficulties in obtaining the necessary official permits, official measures or the failure of our suppliers to deliver, deliver correctly or in good time to us) at our or our suppliers' side for which we are not responsible.

5. In the event of hindrances of temporary duration, the delivery or service deadlines or dates shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. However, if the hindrance lasts longer than two months, we and the customer are entitled to withdraw from the contract. However, the customer can only withdraw from the contract if we do not declare within a week upon his request whether we want to withdraw from the contract or deliver within two weeks. This does not apply if the customer cannot reasonably be expected to accept the delivery or service due to the delay. In this case he can withdraw from the contract by immediate written declaration to us.

6. Moreover, we shall be entitled to a right of withdrawal in cases where the execution of the contract requires a permission pursuant to the Außenwirtschaftsgesetz (German Foreign Trade and Payments Act), the Außenwirtschaftsverordnung (German Foreign Trade and Payments Ordinance), or any other provisions governing foreign trade, and it is not possible to obtain such permission, provided that the contract is not already rendered invalid anyways as a result of this impossibility. We shall not assume the risk for obtaining a corresponding permission in this respect.

7. Unless otherwise indicated in the order confirmation, delivery shall be "ex works Rellingen". The risk of destruction and the risk of deterioration shall pass to the customer as soon as the goods were handed over to the forwarder, carrier, or any other person specified to carry out the shipment, including our own staff. In the event that dispatch is delayed due to reasons beyond our control, the risk shall pass already as soon as the customer is notified that the goods are ready to be dispatched.

8. We are entitled to make partial deliveries if the partial delivery is usable



for the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any considerable additional work or additional costs.

9. Moreover, the customer shall also be in default in acceptance even if we merely have offered a delivery to it in writing, provided that the other prerequisites of default in acceptance are present. In cases of delivery "on call", a failure to call within the agreed period of time shall constitute a material breach of duty.

10. We shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, we become aware of circumstances which are likely to substantially reduce the creditworthiness of the customer and as a result of which the payment of our outstanding claims by the customer from the respective contractual relationship (including from other individual orders to which the same framework agreement applies) is endangered.

Section 5 Quality of the Goods

1. Unless when expressly labelled as guarantees, any specifications describing our goods shall be mere indications of quality.

2. Usual tolerances as to material thickness, weight, volume, stability, wear resistance, physical and chemical properties, dimensions, designs, and shades of color shall not constitute a defect, unless such deviations are conflicting with product-specific military aviation or civil aviation licenses and/or adversely affect the functioning of the goods.

3. Any impediment caused by normal wear and tear, misuse or careless use, excessive stress, employment of unsuitable operating materials, or improper modifications or repairs, shall not constitute a defect.

4. Regarding the use of our goods, it is the customer that bears sole responsibility for the compliance with any requirements imposed by statutory law, by the authorities, or by Berufsgenossenschaften (professional associations/liability insurance associations).

Section 6 Liability for Defects

1. Claims for defects asserted by the customer require that the customer has duly complied with its obligation to duly examine and give notice of any defects pursuant to Section 377 HGB (German Commercial Code). The notification of a defect must be made in writing.

2. To the extent to which there is a defect in the goods, we shall be entitled, at our choice, to cure the defect by means of subsequent performance by either repairing the defect or by delivering substitute goods which are free from defect. In such case, the customer shall bear any additional costs that are incurred due to the fact that the delivered goods had to be transferred to another place than the place of performance.

3. In the event that the subsequent performance fails or cannot be reasonably expected of the customer, or if we refuse it, or if it is delayed beyond an adequate period of time for reasons for which we are responsible, the customer shall be entitled to withdraw from the contract, or to reduce the purchase price- irrespective of any damage claims.

4. Claims for defects that are not directed at obtaining damages shall become statute-barred one year after the goods were delivered. However, this shall not apply with respect to a willful breach of duty, a breach of warranty, or any building-related defects within the meaning of Section 438 Subsection 1 No. 2, Section 634a Subsection 1 No. 2 BGB (German Civil Code).

5. In the event that we have mandatory liability in the context of the "recourse of the entrepreneur" concept, Section 478 and Section 479 of the BGB (German Civil Code) shall prevail.

6. To the extent to which claims for defects are directed at the obtaining of damages or the reimbursement for futile expenses, Section 7 hereof shall apply additionally.

Section 7 Limitation of Compensation Claims

1. Claims for damages asserted against us or the persons whom we used to perform our obligations shall be excluded in the event of a slightly negligent breach of a non-essential contractual obligation. This does not apply to claims for damages due to slightly negligent violation of essential contractual obligations; in this respect, liability is limited to the foreseeable damage typical for the contract. Essential contractual obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies and may rely.

2. As to slightly negligent breaches, claims for damages asserted against us or the persons whom we used to perform our obligations shall become statute-barred within one year. This shall not apply with respect to damages for any building-related defects within the meaning of Section 438 Subsection 1 No. 2, Section 634a Subsection 1 No. 2 BGB (German Civil Code).

3. The exclusions and limitations of liability set forth above shall not apply in the case of a breach of guarantee or injury to life, body, or health.

4. To the extent to which we have mandatory liability for damage to property or personal injury pursuant to the Produkthaftungsgesetz (German Product Liability Act), the provisions of the Produkthaftungsgesetz (German Product Liability Act) shall prevail. As to a compensation within the internal relationship pursuant to Section 5 Subsection 2 Produkthaftungsgesetz (German Product Liability Act), the abovementioned provisions shall remain unaffected.

Section 8 Retention of Title, Copyright

1. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties unless we have expressly agreed to their disclosure to third parties beforehand.

2. The delivered goods shall remain our property until the purchase price and any other claims we may have against the customer have been paid in full ("Retained Goods"). The retention of title shall continue to remain in effect if individual accounts receivable of ours are included in a current account and the account has been settled and approved, whereupon the retention of title serves the purpose of securing the account balance.

3. In the event that the customer processes or treats the Retained Goods delivered by us, any such processing or treatment shall be deemed to have been carried out on our behalf so that we are the producer within the meaning of Section 950 BGB (German Civil Code).

4. In the event that our Retained Goods are combined, intermixed, or processed together with the customer's own goods or with goods that are subject to a third party's retention of title, we shall acquire co-ownership in the new thing or in the intermixed inventory in the proportion of the value of our Retained Goods in comparison to the other goods at the time of the combination, intermixing, or processing. If the customer acquires sole ownership in the new thing, we and the customer are in agreement that the customer shall grant us co-ownership in the new thing in proportion of the value of the processed and/or combined or intermixed retained goods and that the customer shall safeguard the new thing for us free of charge. We shall not assert any claims in connection with the added value resulting from the combination, intermixing, or processing.

5. The goods owned by us pursuant to Section 8 No. 2 hereof, and the goods co-owned by us pursuant to Section 8 No. 4 hereof, shall secure our accounts receivable in the same way as the Retained Goods we originally delivered. We shall be entitled to revoke the customer's entitlement to combine, intermix, and process our Retained Goods if the customer is in default of payment.

6. The customer shall only be entitled to re-sell our Retained Goods as well as the goods owned by us pursuant to Section 8 No. 2 hereof and the



goods co-owned by us pursuant to Section 8 No. 4 hereof in the context of its usual business operations and only subject to the condition that the purchase price claim resulting from the re-sale passes over to us pursuant to Section 8 No. 6 hereof. The customer shall not be entitled to any other dispositions regarding the Retained Goods as well as the goods owned by us pursuant to Section 8 No. 2 hereof, in particular, the customer shall not be entitled to a pledge or to a transfer of ownership by way of security.

7. Already as of the date hereof, the customer hereby assigns to us any accounts receivable along with any ancillary rights that may arise from the re-sale of our Retained Goods as well as the goods owned by us pursuant to Section 8 No. 2 hereof and the goods co-owned by us pursuant to Section 8 No. 4 hereof for the purpose of serving as a security for any and all claims we may be entitled to at the point in time of the re-sale. In the event that the goods co-owned by us pursuant to Section 8 No. 4 hereof are being re-sold, only that part of the account receivable which corresponds to the value of our co-owned share shall be deemed to have been assigned.

8. The Customer shall be entitled to assign the account receivable resulting from the re-sale by means of the concept of non-recourse factoring, provided that we are notified of such assignment and that the factoring proceeds are at least the same, or exceed, the merchandise value of our Retained Goods, of the goods owned by us pursuant to Section 8 No. 2 hereof, or of the goods co-owned by us pursuant to Section 8 No. 4 hereof, from the re-sale of which the respective account receivable results. Already as of the date hereof, the customer hereby assigns to us the accounts receivable and any other claims against the factor from the sale of the accounts receivable that were assigned to us as a security; they shall likewise serve the purpose of securing our claims. We hereby accept the abovementioned assignments.

9. If the realizable value of the accounts receivable that have been assigned to us exceed our claims against the customer by more than 10%, we shall be obliged, upon the customer's request, to release the exceeding collateral.

10. The customer shall be entitled to claim the accounts receivable on our behalf. However, this authorization, as well as the authorization to re-sell, shall expire if the customer is in default as against us, files an application for the opening of insolvency proceedings, or if there is a ground justifying insolvency. In such case, we shall be authorized to notify the customer's buyers/acceptors on behalf of the customer about the assignment. The customer shall be obliged to submit to us the information required for the assertion of our rights against the customer's buyers/acceptors, in particular, the customer shall indicate the names of the buyers/acceptors, and hand over the required deeds and documents.

11. The customer shall be obliged to obtain adequate insurance for our Retained Goods as well as for the goods owned by us pursuant to Section 8 No. 2 hereof, and the goods co-owned by us pursuant to Section 8 No. 4 hereof against fire, theft, water, and other similar dangers, and to provide evidence to us about such insurance upon our request. The customer hereby assigns to us its claims for compensation, to which it is entitled against insurance companies or any other parties that are obliged to provide compensation - if applicable, on a pro rata basis. We shall be notified of any impairment whatsoever of our Retained Goods as well as of goods owned by us pursuant to Section 8 No. 2 hereof, and the goods coowned by us pursuant to Section 8 No. 4 hereof; the same shall apply if any third parties have or have had access to any of the abovementioned goods. 12. In the event that the authorization to re-sell expires, the customer shall be obliged, upon our request, to provide information about the inventory of our Retained Goods as well as goods owned by us pursuant to Section 8 No. 2 hereof, and the goods co-owned by us pursuant to Section 8 No. 4 hereof, and the customer shall be obliged to return the Retained Goods if we demand this. The provision set forth in Section 449 Subsection 2 BGB (German Civil Code) is waived by this contract in this respect. For the purpose of asserting our claims for return, we shall moreover be entitled

- after a prior announcement and after having stipulating a deadline - to enter the customer's premises and to take the Retained Goods with us. 13. Furthermore, we shall be entitled to use the returned Retained Goods to satisfy our claims as soon as we have either withdrawn from the contract or the prerequisites for the assertion of damages in lieu of performance (Translator's note: a special concept under German law) are present. The assertion of retention of title, in particular the acceptance of returned items or the pledging or utilization of items, shall only be constructed as a withdrawal from the contract if we expressly declare this in writing.

Section 9 Place of Jurisdiction and Applicable Law

1. If the customer is a Kaufmann ("merchant"), or a legal person under public law, or a special fund under public law, our place of business shall be the place of jurisdiction. However, we shall be entitled to also file a suit at the customer's place of general jurisdiction.

2. All legal relationships with the customer shall be governed exclusively by German law, however, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Privacy policy

for customers and other concerned persons:

With the following information we would like to give you as a customer or as a person interested in our products/services an overview of the processing of your personal data by us and of your rights under data protection law. Which data is processed in detail and in which way it is used depends largely on the services requested or agreed upon. Therefore not all parts of this privacy prolicy will apply to you.

Who is responsible for data processing and whom can I contact? Responsible is:

Кезропзіріс із.

Autoflug GmbH represented by Mr Martin Kroell Industriestr. 10, 25462 Rellingen (see our imprint).

You can reach the company data protection officer at:

Autoflug GmbH, data protection officer Industriestr. 10, 25462 Rellingen

What sources and data do we use?

We process personal data that we receive from our customers or other concerned persons in the course of our business relationship. In addition, we process - insofar as this is necessary for the performance of our business relationship - personal data which we permissibly obtain from publicly accessible sources (e.g. debtor lists, commercial and association registers) or which are legitimately transmitted to us by other companies of Autoflug or by other third parties (e.g. a credit agency).

Relevant personal data are personal details (name, address and other contact details, date and place of birth and nationality), legitimation data (e.g. identification data) and authentication data (e.g. signature specimen). In addition, this can also be order data (e.g. payment order), data from the fulfillment of our contractual obligations (e.g. turnover data in payment transactions), information about your financial situation (e.g. creditworthiness data, scoring/rating data, origin of assets), advertising and sales data (incl. advertising scores), documentation data (e.g. minutes of meetings) and other data comparable to the categories mentioned.



What do we process your data for (purpose of processing) and on what legal basis?

We process personal data in accordance with the provisions of the EU Data Protection Basic Regulation (DS-GVO) and the Federal Data Protection Act (BDSG)

a. To fulfil contractual obligations (Art. 6 para. 1 letter b DS-GVO)

The processing of data is carried out for the provision and execution of orders and assignments within the framework of the execution of our contracts with our customers or for the implementation of pre-contractual measures, which are carried out on request. The purposes of data processing are primarily based on the specific product and service and may include, among other things, demand analyses, consulting, purchase and work contracts, research contracts and regulatory requirements (e.g. FDA, EMA and PMDA). For further details on data processing purposes, please refer to the relevant contract documents and terms and conditions.

b. Within the scope of the balancing of interests (Art. 6 para. 1 letter f DS-GVO)

If necessary, we process your data beyond the actual fulfilment of the contract to protect our legitimate interests or those of third parties. Examples of this are:

- Consultation of and data exchange with credit agencies (e.g. SCHUFA) to determine creditworthiness or default risks in our business
- Examination and optimization of procedures for the analysis of requirements for the purpose of direct customer contact,
- Advertising or market and opinion research as long as you have not objected to the use of your data,
- Assertion of legal claims and defense in legal disputes,
- Ensuring the IT security and IT operation of Autoflug,
- Prevention and investigation of criminal offences,
- Video surveillance for the protection of the householder's rights, for the collection of evidence in case of burglary (see also § 4 BDSG),
- Measures for building and plant security (e.g. access controls),
- Measures to secure the householder's rights,
- Measures for business management and further development of services and products,
- Risk management in Autoflug.

c. Based on your consent (Art. 6 para. 1 letter a DS-GVO)

If you have given us your consent to process your personal data for specific purposes (e.g. transfer of data about Autoflug, evaluation of payment transaction data for marketing purposes, photographs in the context of events, newsletter dispatch), the legality of this processing is based on your consent. A given consent can be revoked at any time. This also applies to the revocation of declarations of consent that were given to us before the DS-GVO became effective, i.e. before 25 May 2018. The revocation of a consent is only effective for the future and does not affect the legality of the data processed up to the revocation.

d. Due to legal requirements (Art. 6 Paragraph 1 letter c DS-GVO) or in the public interest (Art. 6 Paragraph 1 letter e DS-GVO)

Furthermore, as a company we are subject to various legal obligations, i.e. legal requirements (e.g. anti-money laundering law, tax laws as well as regulatory requirements). The purposes of processing include, among others, credit assessment, identity and age verification, fraud and money laundering prevention, compliance with tax monitoring and reporting

obligations, and the assessment and management of risks within the company.

Who receives my data ?

Within the company, access to your data is granted to those departments that need it to fulfill our contractual and legal obligations. Service providers and vicarious agents employed by us may also receive data for these purposes, provided they maintain confidentiality and integrity in particular. These are companies in the categories IT services, logistics, printing services, telecommunications, debt collection, consulting, and sales and marketing.

With regard to the transfer of data to recipients outside our company, it should first be noted that we only pass on necessary personal data in compliance with the applicable data protection regulations. We may only pass on information about you if required by law, if you have given your consent or if we are authorized to provide information. Under these conditions, recipients of personal data may be, for example

- public bodies and institutions (e.g. tax authorities, criminal prosecution authorities) in case of a legal or official obligation,
- other credit and financial service institutions or comparable institutions to which we transfer personal data in order to carry out the business relationship with you (credit inquiry agencies)
- other companies to manage risk due to legal or regulatory obligations,
- creditors or insolvency administrators, who request within the scope of a compulsory execution,
- certified public accountant,
- service providers that we call upon within the framework of contract processing relationships

Is data transferred to a third country or international organization?

Data is transferred to bodies in countries outside the European Union (so-called third countries) if

- it is necessary to execute your orders (e.g. delivery orders),
- it is required by law (e.g. tax reporting obligations) or
- you have given us your consent.

Furthermore, a transfer to bodies in third countries is planned in the following cases:

- if necessary in individual cases, your personal data may be transferred to an IT service provider in a third country to ensure the IT operation of the company in compliance with the European data protection level.
- with the consent of the person concerned or due to legal regulations to combat money laundering, financing of terrorism and other criminal acts, as well as in the context of a balancing of interests, personal data (e.g. legitimation data) may be transferred in individual cases in compliance with the European Union's data protection level.

How long will my data be stored?

We process and store your personal data for as long as it is necessary to fulfill our contractual and legal obligations.

If the data is no longer necessary for the fulfilment of contractual or legal obligations, it will be regularly deleted, unless its - temporary - further processing is necessary for the following purposes:

- fulfilment of commercial and tax law obligations to retain data,
- Commercial Code (HGB), Fiscal Code (AO), Anti-Money Laundering Act (GwG). The periods of retention or documentation stipulated there are usually two to ten years.
- preservation of evidence within the framework of the legal statute



of limitations. According to §§ 195 et seq. of the German Civil Code (BGB), these limitation periods can be up to 30 years, whereby the regular limitation period is 3 years.

What data protection rights do I have?

Every concerned person has the right of information under Article 15 DS-GVO, the right of rectification under Article 16 DS-GVO, the right of deletion under Article 17 DS-GVO, the right to restrict processing under Article 18 DS-GVO, the right of objection under Article 21 DS-GVO and the right of data transferability under Article 20 DS-GVO.

With regard to the right of information and the right of deletion, the restrictions under Articles 34 and 35 BDSG apply. In addition, there is a right of appeal to a competent data protection supervisory authority (Article 77 DS-GVO in conjunction with Article 19 BDSG).

You can revoke your consent to the processing of personal data at any time. This also applies to the revocation of declarations of consent that were issued to us prior to the validity of the DS-GVO, i.e. before 25 May 2018. Please note that the revocation is only effective for the future. Processing that took place before the revocation is not affected.

Is there an obligation for me to provide data?

Within the scope of our business relationship, you must provide us with the personal data that is necessary for the initiation, execution and termination of a business relationship and for the fulfillment of the associated contractual obligations or that we are legally obligated to collect. Without this data, we will generally not be able to conclude, execute and terminate a contract with you.

To what extent is there automated decision making?

As a matter of principle, we do not use any fully automated decisionmaking in accordance with Art. 22 DS-GVO, nor do we use profiling, to establish, execute and terminate the business relationship. Should we use these procedures in individual cases (e.g. to improve our products and services), we will inform you separately about this and about your rights in this regard, provided this is required by law.

Information about your right of objection according to Art. 21 DS-GVO

Right of objection in individual cases

You have the right to object at any time, for reasons arising from your particular situation, to the processing of personal data relating to you which is carried out on the basis of Article 6 (1) letter e DS-GVO (data processing in the public interest) and Article 6(1) letter f DS-GVO (data processing based on a balancing of interests), including profiling within the meaning of Article 4(4) DS-GVO.

If you lodge an objection, we will no longer process your personal data unless we can demonstrate compelling legitimate reasons for processing that outweigh your interests, rights and freedoms, or unless the processing serves to assert, exercise or defend legal claims.

Recipient of an objection

The objection can be made in any form with the subject "Objection", stating your name, address and date of birth and should be addressed to

Autoflug GmbH represented by Mr Martin Kroell Industriestr. 10, 25462 Rellingen (see our imprint).

Last revised: November 2020

