

Purchasing conditions

I. General

1. For all of our orders (orders) with regard to deliveries and services of any kind, the special conditions resulting from our order apply exclusively and, subordinate to these, the MMG purchasing conditions.
2. Deviating provisions, in particular the contractor's (supplier's) conditions of sale, only become part of the contract if we have expressly recognized them in writing. This also applies if we have not issued a specific contradiction to any individual terms stated by the contractor or where the contractor states that external conditions should only apply upon confirmation.
3. The validity of the remaining provisions of our purchasing conditions are not affected by amicable changes to individual items.

II. Conclusion of contracts (order)

1. Only orders placed in writing or in text form are binding for us. Telephone or verbal agreements require our written confirmation or confirmation by means of acceptance of the service without contradiction in order to be binding. We are not liable for obvious errors. Orders that have already been placed can be canceled as long as there is no written confirmation from the contractor. If this is not done, a contract will only come into existence once the service has been completely fulfilled.
2. If the contractor deviates from our order, in particular by referring to his terms and conditions, he must point this out; a contract is then only concluded with our consent to the deviation.

III. Supplies and services

1. Our orders as well as the state of technology are decisive for the content, type and scope of the deliveries and services. As soon as the delivery request is made, the contractor is obliged to advise us on the suitability of its goods or services for the intended purpose and to notify us immediately of any doubts about suitability. The drawings, descriptions, etc. belonging to the orders are binding for the contractor. However, he must check them for any discrepancies in accordance with the state of technology relevant to the provision of his



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deliveries and services and notify us immediately in writing of discovered or suspected errors. The contractor remains solely responsible for drawings, plans and calculations made by him even if these have been approved by us.

2. If packaging of the delivery items is necessary or customary, the contractor must ensure sufficient packaging.

IV. Price

In the case of the contractor's offers, price lists, etc. The prices given are fixed prices, unless variable price components are expressly taken into account in the contractual agreements. Pricing includes freight, carriage, packaging and shipping insurance; the assumption of these costs otherwise requires an express agreement. If the contractor reduces its prices before the provision of the service, these shall apply instead of the originally agreed prices.

V. Delivery date

1. The delivery must be made to the place of performance or to a place specified by us (destination). The agreed delivery dates must be strictly adhered to. The day on which the ordered delivery item and the associated shipping documents arrive at our plant is deemed to be the day of delivery. If the delivery dates are exceeded, we are entitled to the full statutory rights.

2. If the contractor realizes that a timely delivery will not be possible for him in whole or in part, he must notify us immediately in writing, stating the reasons and submitting conclusive documents about the cause and duration of the delay. A new delivery date requires an express, written agreement.

3. In the event of strikes, lockouts, operational disruptions or other circumstances for which we are not responsible, we are entitled to withdraw from the contract in whole or in part or to request delivery or service at a reasonable later date.

4. Early delivery may only take place with our written consent. The same applies to partial deliveries.

VI. Transfer of risk

1. Deliveries are made at the risk of the contractor. The risk only passes to us



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as soon as the goods have been deposited with an agency authorized by us to receive them.

2. If we assume freight costs or insurance costs, this does not change the above rule on risk bearing.

VII. Payment

1. Our payments are made on the 15th of the month following delivery with a 3% discount or after 90 days net. Payment method of our choice. Payment by cash on delivery is excluded.

2. The payment does not count as recognition of a defect-free delivery. Until defects in the delivery have been remedied, we are entitled to fully or partially pay.

VIII. Production equipment, third party property rights, developments

1. Drawings, models, dies, molds (hereinafter: production equipment) that the contractor creates are generally produced by him on our behalf. Its related services are included in the purchase price. The items are our property and are stored by the contractor in the name and on our behalf. The means of production, regardless of whether they have been supplied by us or created by the contractor, may not be used, reproduced or made available to third parties for purposes other than to fulfill our orders, unless our express, written consent has been given beforehand.

2. The above manufacturing equipment, insofar as it is our property, must be properly stored and insured against possible risks such as fire, water and theft. After our orders have been processed, they are to be returned "free to our works".

3. Material made available to the contractor by us for carrying out the orders remains our property; the processing, transformation or connection with other objects that do not belong to us takes place for us. The contractor shall store for us a new item manufactured with material provided by us. In the case of processing, remodeling or combining with items that do not belong to the contractor, we are entitled to co-ownership of the newly formed item in the amount of the value ratio between the material provided, processed, remodeled or connected by us to the value of the new item. The contractor is not authorized to legally dispose of the material provided by us. The contractor



must notify us immediately of any seizure or other impairment of the material provided by us by third parties.

4. The contractor guarantees that, to the best of his knowledge and belief, there are no third-party property rights at home or abroad in the delivery item. In addition to the legal claims in the event of a legal defect, he is liable for all damage that we incur due to the violation of such property rights by the object of the delivery and undertakes to indemnify us from any claims by property rights holders. This also applies to deliveries from third parties.

5. In the event that knowledge arises during the execution of the order which could be protected by industrial property rights, we and the contractor are jointly entitled to the rights. A separate agreement must be made on the utilization.

IX. Warranty, inspection obligations

1. The contractor guarantees the compliance of his deliveries and services with the specifications from the order, the provided or manufactured means of production, the information from the advertising of his goods or services as well as the state of science and technology. This includes the suitability for the purposes resulting from the specified requirements or for the expressly named purposes. Commitments regarding certain shelf lives e.g. Machine running times apply as independent durability guarantees.

2. The contractor assumes responsibility for his deliveries and services in accordance with the statutory provisions. § 377 HGB is excluded. We only carry out an examination of the optical quality of deliveries; a functional test is not carried out. Our notification of defects is deemed to be timely when it is notified within three working days of the defect becoming apparent.

3. We are entitled, at our discretion, to request subsequent improvement or delivery of faultless goods within the scope of subsequent performance. In urgent cases, we also have the right to remedy the defect ourselves or to have it carried out by a third party or to obtain a replacement in some other way (replacement). Any additional costs incurred as a result are to be borne by the contractor, irrespective of other statutory claims. The right to substitute performance also exists if the contractor falls into arrears with his warranty obligations.

4. The limitation period for the warranty for defects is 36 months. It begins



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with the delivery or acceptance of the service (alternatively, fault-free commissioning) for deliveries and services that remain with us. In the case of deliveries that are received in products to be delivered to third parties or services that are provided on third party items, the statute of limitations does not begin until the third party puts the products into operation; We will notify the contractor of the start of the warranty upon request.

5. As part of the claim for damages from the warranty for defects, the contractor is also responsible for costs incurred through preventive measures, e.g. the precautionary exchange of parts to prevent damage to property.

6. If claims are made against us due to violation of official safety regulations or due to domestic or foreign statutory product liability provisions due to defects in our product that can be traced back to a product of the contractor, then we are entitled to demand compensation for this damage from the contractor. Upon request, the contractor must exempt us from such claims and take on our defense against such claims including the necessary costs for legal advice; we are entitled to demand a reasonable advance payment.

7. If corrective measures are to be carried out for our products (warnings, recall, etc.) and the relevant product defect has been caused by the contractor, the contractor shall bear the costs of the corrective measures including our internal expenses.

X. Compliance with laws, regulations and codes of conduct

1. The goods to be delivered must comply with the statutory provisions applicable at the place of use and the relevant technical standards.

2. Occupational safety and environmental protection & REACH regulation. The contractor provides all deliveries and services in compliance with all relevant legal, official and trade association provisions under labour and environmental protection law, as well as with express consideration of the concerns of environmental protection. If the contractor has any concerns under labour law or environmental protection law regarding the type of execution requested by MMG, he must notify this immediately in writing.

In the case of deliveries to us, the contractor assumes, as an essential contractual obligation, compliance with all requirements and the implementation of all measures resulting from the REACH regulation (regulation EG No. 1907/2006) in their respective status at the time of delivery. In any case, the use of materials containing asbestos is strictly



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prohibited.

A breach of the aforementioned obligations entitles us to claim damages and to withdraw from the contract. In addition, the contractor exempts us from all third party claims upon first request that are based on a breach of the aforementioned obligations by him. The claim for damages / indemnification also includes all expenses incurred by MMG, in particular legal defense and administrative costs as well as all costs of a necessary replacement.

3. Compliance with legal provisions

The contractor is obliged to observe and comply with the following requirements at all times in the context of fulfilling his contractual performance obligation in accordance with this contract:

all applicable statutory provisions, including primary and secondary EU / EC community law and all national and international, state, directives, ordinances, agreements or conventions as well as any additional protocols agreed between MMG and the contractor and all industry-specific standards.

The applicable statutory provisions in this sense include in particular and in the currently applicable version or the currently applicable version of a replacement regulation or directive:

- a. Any applicable US directives and regulations are agreed in individual contracts
- b. the law on protection against dangerous substances ("ChemG") and the corresponding regulation on hazardous substances (regulation on protection against dangerous substances in German occupational safety, "GefStoffV"),
- c. the "Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ships" passed by the International Maritime Organization (IMO), in particular the IMO MEPC 197 (62) "Guideline for the development of the inventory of hazardous materials" and the corresponding EU - Regulation No. 1257/2013 (Regulation on the recycling of ships and amending Regulation (EC) No. 1013/2006 and Directive 2009/16 / EC) of November 20, 2013,
- d. the EC Directive 2002/95 / EC of the European Parliament and of the Council of January 27, 2003 on the restriction of the use of certain hazardous substances in electrical and electronic equipment ("RoHS"),
- e. the EC Directive 2002/96 / EC on waste electrical and electronic equipment ("WEEE Directive"),
Directive 2006/66 / EC on batteries and accumulators as well as used batteries ("Battery Directive") and any other legal provision regarding the return of electrical and electronic devices, batteries or accumulators,
- f. the UN Globally Harmonized System of Classification, Labeling and Packaging of Chemicals ("GHS") regarding the classification, labeling and packaging of substances and preparations,



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- G. Directive 67/548 / EEC ("Risk and Safety Phrases"),
- H. Directive 1999/45 / EC (on the approximation of the laws and regulations of the member states for the classification, packaging and labeling of dangerous preparations, "1999/45 / EC"),
- i. the respective product-specific applicable European directives including those directives relating to electrical equipment, machines and pressure vessels ("CE marking directives"),
- j. the European List of Notified Chemical Substances ("ELINCS"),
- k. the European Inventory of Existing Commercial Chemical Substances ("EINECS"),
- l. the applicable or applicable rules and regulations in the countries of use or transport, such as the provisions of the US Department of Transportation regarding the regulation of packaging, labeling, shipping and documentation of hazardous substances including such hazardous substances in accordance with "49 CFR", the International Maritime Organization ("IMO") and the International Air Transport Association ("IATA"), as well
- m. all comparable legal regulations that apply in the countries of use and transport.

Based on the Dodds Frank Act of August 22, 2012, the US Securities and Exchange Commission (SEC) requires reporting and disclosure with regard to "conflict minerals". The contractor undertakes to make a corresponding declaration. This can be done either in the database ("iPoint") created for this purpose or in the form of the EICC / GeSi template. The contractor receives further information from conflict.minerals@mtu-online.com. The contractor undertakes to deliver conflict-free from 01/01/2016.

Insofar as the term "hazardous substances" is used in this contract, it refers to all substances or substances that are declared or identified as hazardous substances, all substances or substances that are hazardous to health or toxic, pesticides or dangerous goods and any other substance or any other substance that is classified as a potential health or environmental hazard in accordance with the applicable legal regulations.

MMG has the right to examine all of the contractor's documents and to carry out appropriate inspections of the contractor's facilities, which in particular serve the purpose of ensuring compliance with the applicable legal and other regulations and industry standards. The contractor will fully support MMG in this regard.

Upon request, the contractor will provide MMG with all certificates, attestations and evidence or other documents and documents in a proper and adequate scope in accordance with the requirements that are necessary with regard to the applicable statutory provisions.



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4. "New Approach and Global Approach" / Machinery Directive

The contractor is obliged to ensure that the delivery items meet the requirements of the EU New Approach and Global Approach guidelines and harmonized standards.

Incomplete machines are to be delivered to MMG with a declaration of incorporation and detailed assembly instructions / operating instructions that take into account the requirements of the Machinery Ordinance.

A breach of the aforementioned obligations entitles MMG to claim damages.

XI. Liability insurance, liability

1. The contractor is obliged to maintain liability insurance, in particular product liability insurance, with coverage of at least EUR 2.5 million for the duration of the delivery relationship and to provide evidence to us upon request. He is already transferring benefits from the insurance to us; We accept the assignment.

2. If claims are made against MMG due to a violation of official safety regulations or due to domestic or foreign statutory product liability provisions due to a defect in products that can be traced back to a product of the contractor, MMG is entitled to demand compensation for this damage from the contractor, insofar as that it is conditioned by its products. In this case, he must also bear the costs and expenses incurred due to the type and scope of necessary preventive measures against claims arising from product liability, e.g. caused by public warnings or product recalls. MMG will inform the contractor in good time about the assertion of such claims for damages.

XII. Model protection

The contractor is prohibited from manufacturing or having manufactured goods manufactured according to our specifications for third parties or from selling goods himself or goods that have been imitated by third parties. For each case of culpable violation, the contractor forfeits a contractual penalty in the amount of EUR 50,000; Statutory claims for damages remain unaffected, they are not offset.

XIII. Severability clause

Should a provision of our purchasing conditions be or become ineffective for any reason, it must be replaced by an effective provision that comes closest to its purpose. The validity of all other provisions remains unaffected.



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XIV. Place of performance

The place of performance for the delivery is the place of the specified shipping address.

XV. Place of jurisdiction and applicable law

1. All disputes arising from the business relationship will be decided by the courts responsible for Hameln. We are also entitled to sue the contractor at the court responsible for his headquarters.
2. The law of the Federal Republic of Germany applies exclusively, excluding the UN sales law.

Stand 11.02.2021



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