



**General Terms and Conditions Purchase
Advanced Space Power Equipment GmbH (ASP)
04/2021**

To the extent legally possible, the following terms and conditions for purchase activities (hereinafter "T&C") shall form an integral part of any underlying contract about delivery / services (hereinafter "services") or order (hereinafter "Contract" or "Agreement") between ASP Equipment GmbH (hereinafter "ASP") and its Supplier. The Parties explicitly declare to have read and understood these T&C.

Article 1: Subject and Performance of the Contract

The Agreement between the parties consists of the following documents which are listed in their order of precedence, to be followed in the event of any conflict or inconsistency between their terms:

Contract Documents
ASP Order
Any prime customer contract provisions, to the extent made known to the supplier.
these terms and conditions of purchase
technical documents such as specifications, data sheets, etc., including the applicable documents listed in these documents

Any differing terms and conditions of the Supplier shall be excluded, even if they may appear in its proposal, invoices or any other documents, even if ASP does not explicitly contradict them or even if the Supplier declares its wish to deliver only on its general terms and conditions.

These ASP GTC also apply for all changes and order additions between the parties, even though the ASP GTC are not explicitly mentioned.

Article 2: Price and Payment

2.1 The agreed price covers possible tests, packing and transport. The price is a firm fixed price (Total Price) and hence is not subject to adjustment for changes in economic conditions or actual costs incurred. As far as not otherwise stated herein, the price includes all taxes and duties which are payable under any present or future law with the exception of the Value Added Tax (VAT). The Suppliers indemnifies and holds ASP harmless of any taxes and duties.

2.2 Each milestone amount shall be payable within 30 (thirty) days after receipt by ASP of an invoice from the Supplier pursuant to sub-article 2.4 below and upon successful completion of the requirements. Payments before the fulfilment of any end delivery milestone / acceptance are advance payments.

2.3 Each invoice shall be sent per letter in 1 original and 1 copy to:

Advanced Space Power Equipment GmbH
Am Wasserstall 2
D-88682 Salem
Germany

Any invoices sent by email shall not be considered as valid.

2.4 In the event of any amount payable by either party is not made by the debtor when due, the other party shall be entitled to claim interest limited at the EURIBOR Euro 3 (three) months rate + 1 % (one per cent) pro rata from the date following the due delivery date until the date of actual payment. Due to the criticality of timely deliveries, the supplier is not entitled to stop its services for three months after late payment by ASP.

2.5 Set-offs of the Supplier counterclaims can solely be exercised if they are undisputed or finally legally binding. A Supplier's right of retention and/or a defence based on ASP's non-performance can be claimed by the Supplier only with the Supplier's claims of this Agreement.

Article 3: Services, Acceptance

3.1 The Supplier shall notify ASP of any incompleteness, inaccuracy or inconsistency in the technical requirements. The same shall apply if ASP has informed the supplier about the intended use and the supplier may recognize that this intended use can probably not be achieved according to the requirements.

3.2 Delivery: All Deliverable Items shall be delivered DDP including insurance (INCOTERMS 2000) to the destination specified or, if not specified, to ASP company location.

The Supplier acknowledges and agrees that the achievement of the scheduled dates shall under no circumstance be later than the dates defined therein. The Supplier understands and agrees that these dates are a material and essential requirement of this Agreement.

ASP may at its discretion postpone each delivery date up to max. 6 (six) months without any additional costs for ASP.

3.3 Acceptance: Acceptance of the deliverables will only be declared after successful incoming inspection, corresponding tests and on closure of all open actions and fulfilment of any other requirements as may be required. ASP reserves the right to release the shipment of deliveries in advance. Acceptance fictions are excluded. In case of doubt, related payment or other releases shall not be construed as declaration of acceptance. The supplier waives its right to object to possible ASP's delayed notice of defects acc. to § 377 German HGB.

3.4 Ownership of delivery items shall pass to ASP at the moment of delivery.

3.5 The supplier shall keep a business liability insurance as well as a corresponding product liability insurance, each with sufficient coverage for the damages possibly arising under the order for ASP or third parties (e.g. ASP customers).

Article 4: Penalty

4.1 The Supplier understands and agrees that the times as specified are of the essence of this Agreement. Without prejudice to its obligations under this Agreement, the Supplier shall immediately notify ASP in writing of any known or anticipated delay in the performance of its obligations hereunder, stating the reasons for the delay and which action is being taken to overcome such delay.

4.2 In the event that the actual fulfilment of deliveries occurs later than the agreed date, the Supplier shall pay to ASP for

each day of lateness 0,31% (zero point three per cent) based on the Total Price, or in case of any doubts, based on the Total Price. The total amount of penalties payable by the Supplier pursuant to this sub-article shall not exceed 10 % (ten percent) of the Total Price. ASP reserves the right to claim penalties, even though ASP declared acceptance and/or released final payment without such restriction. Further rights remain reserved.

Article 5: Force Majeure

Delays in delivery or any other milestones, resulting from but not limited to acts of God, natural catastrophes or any other events, which in every case are beyond the reasonable control and without the fault or negligence of the Supplier and/or its lower tier Suppliers, and which could not have been avoided by the Supplier through the exercise of reasonable foresight or reasonable precautions and which cannot be circumvented by the Supplier through use of its best efforts to establish work around plans or other means, shall constitute a force majeure event (hereinafter "FM"). The Supplier immediately provides written evidence of the period of such delay. The parties shall negotiate in good faith any adaptation of this Agreement and its applicable documents, considering the reasonable interests of ASP and the Supplier.

Article 6: Indemnification

6.1 Supplier indemnifies ASP against all claims of third parties (e.g. ASP customers) to whom ASP delivers the services of Supplier integrated, non-integrated, directly or indirectly. The indemnification shall also include ASP's own and external legal costs incurred in connection with the defense against such third party claims. The indemnification shall in particular also apply to claims of third parties arising from the violation of compliance regulations as well as industrial property rights of third parties.

6.2 Supplier shall defend ASP at its own expense against any claims, official authority actions, including those of a judicial or extrajudicial nature, based on allegations of infringement of third party rights. At ASP's request, Supplier provides, at its expense, ASP with the necessary assistance, including authorization and information, for ASP's defense.

Article 7: Warranty

7.1 The Supplier hereby explicitly warrants that

- the work conforms with the requirements and specifications of this Agreement, especially with the defined quality and quantity; and
- good title to all deliverables is being delivered free and clear of any liens, interests and encumbrances of any kind.

7.2 ASP is entitled, at any time up to the expiration of the warranties set out in this article and without restrictions of any kind, to require that any work not conforming to the requirements or any bugs or viruses in Software, be promptly corrected, repaired or replaced at ASP's discretion and at Supplier's expense. However, if the Supplier refuses or fails to correct, repair or replace such non-conforming work within a reasonable period after notification from ASP, then ASP may, at its option, either require the Supplier to repay such portion of the Total Price as is equitable in all the circumstances in lieu of correcting, repairing or replacing such defective work or have a third party correct, repair or replace such non-conforming work

and invoice the Supplier for its reasonable costs incurred in so doing.

7.3 The above warranties shall extend, in the case of all Deliverables for a period of 3 (three) years from acceptance. The warranty periods is prolonged by the time of non-availability of the Deliverables due to remedial actions.

7.4 The remedies identified in this article are in addition to any other remedies available to ASP either under this Agreement or at law.

7.5 The Supplier guarantees the availability of any components, spare parts, design/development/manufacturing/service know-how documents and corresponding qualified personnel for a period of 15 (fifteen) years after acceptance of the deliveries.

Article 8: Subcontracts

8.1 The Supplier may not subcontract services to other Suppliers without the prior written consent of ASP.

8.2 The Supplier is fully responsible to ASP for the proper performance of all lower tier Suppliers and of all persons used by the Supplier in connection with the performance of the work. This also applies in cases where ASP proposes a Supplier to the supplier or prescribes one for certain reasons.

Article 9: Access to Work

Upon request by ASP, at any reasonable time during the performance of the work, the Supplier and his lower tier Suppliers shall provide and enable access to office space and the work including the related data and information for ASP and/or third parties designated by ASP (such as ASP customers), ASP's Customer, any higher tier Customer staff members, consultants and/or authorities at the Supplier's or Lower Tier Suppliers facilities free of charge. This shall in no way relieve the Supplier from performing its obligations under this Agreement.

Article 10: Intellectual Property Rights and Confidentiality

10.1 "Intellectual Property Rights" (IPR) means all rights in Subject Inventions, Patents, Background Patents, Foreground Data, Background Data, Software and any other right in intellectual property including modification, enhancement and correction rights.

"Programme" in this context means such particular programme, for which the Deliverables are procured under this Agreement.

"Background IPR" means all such IPR owned by or within the disposition of a Party prior to signature of this Agreement and that developed or otherwise acquired thereafter independently of this programme and without the use of any Programme funding.

"Foreground IPR" means all other IPR developed or otherwise acquired under the Programme.

"Right to Use" means all user rights including any modification, transfer to third parties sublicensing) and correction rights.

10.2 Third Party Rights: The Supplier warrants that he has unlimited rights of disposal and that no third party rights exist

with respect to IPR or any Deliverable. Supplier shall not use any open source software without the prior written consent of ASP with prior notice of the license consequences,

10.3 Foreground IPR: The Supplier hereby grants to ASP and its higher tier Customers free of charge an irrevocable, exclusive and world-wide Right to Use and right to sublicense any Foreground IPR.

10.4 Background IPR: The Supplier hereby grants to ASP and its high tier Customers of the Programme free of charge an irrevocable, non-exclusive and world-wide Right to Use and right to sublicense any Background IPR for the sole purpose enabling the practice of IPR for the particular programme.

Article 11: Confidentiality

Both parties undertake in respect of any Proprietary Information, including this Agreement, its Annexes and documents, oral and other communication, emails etc.:

- to keep such Proprietary Information confidential and in adequate care;
- not to copy or to cause to be made copies of or to otherwise use such Proprietary Information, in whole or in part, other than for the purpose of this Agreement, or disclosure thereof whether directly or indirectly to any third party unless approved by the other party;
- not to disclose such Proprietary Information to any personnel within their organizations who do not have a need to receive such Proprietary Information for the purpose of this Agreement;
- to follow the other party's reasonable confidentiality instructions and or security interests to be announced to the disclosing party on a case-by case-basis.

The obligations under this sub-article shall continue and survive the completion of the term, termination or assignment of this Agreement.

Article 12: Governmental Authorisations / Export

The Supplier shall be responsible for obtaining and maintaining all governmental authorisations (including, but not limited to Technical Assistance Agreements, export and import licences) necessary for the performance and the delivery of the Deliverables to ASP or third parties (e.g. ASP customer, end user(s)).

Article 13: Changes

ASP may request for any modifications. Should ASP exercise the right of modification, the Supplier shall immediately inform about the technical implementation and the effect on the completion dates, price and on any other terms of the Agreement. The parties shall negotiate in good faith and agree on all change aspects including cost and schedule. Notwithstanding the above, the Supplier shall start the change services without undue delay upon ASP's request after having received a corresponding authorization to proceed ("ATP").

Changes shall always be made in writing.

Article 14: Termination

14.1 Termination for default: The Supplier acknowledges and agrees that the following reasons constitute a material breach of

this Agreement, which entitles ASP to terminate the Agreement in total:

- the Supplier becomes bankrupt or is involved in filing for or has filed against him a petition in bankruptcy or the Supplier is placed under official management or carries on his business under a receiver, trustee or manager; or
- the Supplier's significant change in its company shares and/or its actual control situation, or the other Party's intended or actual abandonment of the corresponding business activities in a significant manner which endangers the due fulfilment of the corresponding obligations of this Agreement; or
- the Supplier refuses or fails to remedy non-conforming work within a reasonable period after notification from ASP;
- failure to obtain or maintain a government authorisation due to the default or lack of due diligence of the Supplier;
- any other material breach, which is not cured by the Supplier within 30 (thirty) days of notice from ASP.

14.2 Consequences of termination for default:

In the event of ASP's termination for default, ASP may, at its option, take over possession and title of the uncompleted work or parts of it and complete it or have it completed and utilise in completing the work such materials, appliances, IPR or any other items as may be necessary therefore for a price corresponding to the part of the work taken over by ASP. The Supplier shall be liable and reimburse ASP for all increased costs properly incurred by ASP in completing such work. If ASP does not exercise the remedy specified here above, then the Supplier shall reimburse ASP for all amounts previously paid by ASP in respect thereof, with the exception for the part of the uncompleted work, which ASP has selected to take over or maintain possession and title. The Supplier shall pay interest on the amounts reimbursed calculated from the actual date of receipt of payment to such date of reimbursement using the EURIBOR Euro 3 (three) months rate + 1% (one per cent).

14.3 Consequences of termination for excessive force majeure:

In the case of one or more events of force majeure having an effect on the ability of the Supplier to deliver the Deliverables in accordance with the dates defined, if the effect is, or highly likely to be, to delay such delivery by more than 30 (thirty) days, ASP may terminate the Agreement with immediate effect by written notice, in which case, the Supplier shall refund all payments made by ASP to such point, with the exception for the part of the uncompleted work which ASP has selected to take over or maintain possession and title, and all rights and obligations of the Parties shall cease.

14.4 Government authorisations:

With respect to termination for failure of the Supplier to obtain or maintain a government authorisation for reasons other than due to its default or lack of due diligence then the consequences of sub-article 13.5 shall be applied analogously. Neither ASP nor the Supplier shall have any further liability to each other in respect of the performance of the work or part of the work so terminated.

14.5 Rejection of proper obligations: In the event one Party's economic status significantly deteriorates or is evidently anticipated to such extent that the fulfilment of such Party's main obligations is abstractly endangered, the other Party is entitled to reject the performance of its own obligations until the concerned Party either duly fulfilled its obligations or provided

appropriate security.

14.6 Termination at ASP's convenience: ASP shall have the right to terminate the Agreement in whole or in part at any time by giving written notice to the Supplier. From the time of receipt of such notice of termination the Supplier shall observe the conditions herein concerning the stop of part or all of the work, both on his part and on that of his Lower Tier Suppliers. The Supplier shall cease work as directed in the termination notice, terminate orders and Lower Tier Subcontracts and issue no further orders or Lower Tier Subcontracts in connection therewith and promptly settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts.

14.7 Consequences of termination at ASP's convenience: Should ASP exercise its rights under sub-article 13.1, ASP will reimburse the Supplier for expenditures reasonably incurred or not avoidable under the Agreement, in EURO, on time and material basis to be verified by an independent auditor in case of any conflict. Notwithstanding the above, in the case of partial termination, the termination charges shall not exceed the portion of the Total Price attributable to the part of the work terminated. The termination charges determined shall be reduced by any milestone payments already made by ASP to the Supplier with respect to the performance of the work prior to termination and by any amounts representing the possible resale, reuse, or salvage value to the Supplier, or to its Lower Tier Suppliers and suppliers.

14.8 Further rights remain reserved for ASP.

Article 15: Customer Furnished Items

The Supplier agrees, with respect to all Customer Furnished Items (CFI), including but not limited to equipment, models, devices and any facilities, furnished by ASP or by third parties (e.g. ASP customer) under this Agreement is used solely in the performance of this Agreement and remain the property of the providing party. The Supplier approves further

- that the supplier transparently marks the provided items as third-party property, and records them in a corresponding inventory list as third-party property
- that he shall assure himself of the suitability and condition of the CFI. The cost of any fixtures or other specific adaptations shall be borne by the Supplier;
- that title to such CFI shall remain exclusively in ASP or the corresponding third party, ensuring that no lien, encumbrance, pledge or other interest whatsoever attaches to such CFI. In the event of modification of the CFI, ASP shall retain title, unless otherwise agreed. In any case of an inseparable integration or amalgamation with other items, ASP shall acquire equitable ownership.
- that risk in each such property shall pass from ASP to the Supplier upon its delivery. The Supplier shall be responsible for subsequent handling, storage, maintenance.,
- to be responsible for payment of all taxes or other expenses which become due by reason of the Supplier's or any Lower Tier Supplier's possession, control or use of such CFI, and to comply with all requirements of said laws, including making payment of any interest or penalties related thereto;
- except as may otherwise be provided in this Agreement to pack and return such CFI at its expense to ASP upon

completion of all work or termination of this Agreement. Risk in the CFI shall revert to ASP when arriving at ASP's premises.

ASP or the Customer shall not be liable for any damages related to such CFI or arising from the use or possession thereof.

Article 16: Compliance with the law

16.1 The supplier shall comply with all legal or regulatory provisions including product conformity regulations, product liability, safety, hazardous goods, and environmental directives, occupational health and safety, anti-corruption, conflict of interest, anti-money-laundering, unauthorized or hidden hiring of employees, minimum wage, competition and antitrust law, general equality and anti-discrimination, data protection and information security, etc.

16.2 In case of more extensive compliance provisions of ASP customers or end customers, ASP passes these regulations on to the Supplier as obligations. The Supplier accepts these provisions and complies with them.

16.2 Unless otherwise provided for herein, the Supplier shall at its own expense obtain any permits, licenses, approvals or certificates necessary for the performance of the work. The Supplier shall perform the work in accordance with the conditions of any applicable permits or licenses, approvals or certificates. However, the Supplier remains liable towards ASP for due fulfilment of all requirements of this Agreement.

Article 17: Legal Considerations

17.1 Applicable Law: This Agreement shall be governed by the law of the Federal Republic of Germany with the exception of its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) 1980 do not apply.

17.2 Legal Venue and Place of Fulfilment: Legal venue and place of fulfilment is the place of ASP's registered office.

17.3 Assignment: No Party shall assign any of its rights and obligations hereunder except with the prior written consent of the other Party.

17.4 Partial Invalidity: The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision or the total Agreement. The parties agree to modify the invalid provision by a valid provision. In case of any doubt, the corresponding provisions of German laws are applicable.

17.5 Entire Agreement: This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes any or all prior or contemporaneous agreements including authorisation to proceed / limits of liability agreements or understandings of the Parties unless modified.

17.6 Language: Unless otherwise agreed, all correspondence, documentation, information, commitments or changes etc. related to this Agreement shall be made in the German or English language.