

General Terms and Conditions of Viant Aura GmbH

October 2022

1. Scope

1.1 All products and services offered for sale by us and all orders are subject to our General terms and conditions stated herein. Unless we have expressly agreed in writing, we do not recognise any deviating or supplementary terms and conditions of the buyer/customer (Customer). This also applies when we, in knowledge of deviating terms and conditions of the Customer, fulfil our contractual obligations.

1.2 Our General Terms and Conditions apply only to entrepreneurs within the meaning of Sec. 14 of the German Civil Law Code (BGB).

1.3 We reserve ownership and copyright to illustrations, drawings, calculations and other documents. Customer may not make them accessible to third parties.

2. Conclusion and contents of the contract

2.1 Our offers are subject to change and are non-binding.

2.2 The order of the goods by Customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within two weeks of its receipt by us.

2.3 Agreements on quantity are always circa-agreements, unless an exact quantity is expressly agreed upon. Exact quantities may be offered at higher prices. An excess delivery of up to 10% must be accepted and paid for. A short delivery of 10% is deemed insignificant.

3. Delivery

3.1 Compliance with delivery dates by us is subject to the timely and proper fulfilment of Customer's obligations. Our delivery period shall not commence before Customer provides all documents, approvals, releases to be procured by Customer and before we receive all agreed down payments or advances payments.

3.2 Unless otherwise agreed, delivery shall be made EX WORKS AURA in accordance with INCOTERMS 2020, which is also the place of performance for the delivery and any subsequent performance. If we ship the goods to another destination at the request and expense of Customer, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. If, by way of exception, we undertake the transport, Customer shall ensure a suitable and safe access route and sufficient unloading space at the agreed place of delivery.

3.3 The risk of accidental loss and accidental deterioration of the goods shall pass to Customer at the latest upon handover. The handover is the same if Customer is in default of acceptance. In the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment.

3.4 Events for which we are not responsible and which prevent us from rendering performance, such as strikes, lawful lockouts, official orders, natural disasters and other events of force majeure shall release us from the performance of the contractual obligations assumed for as long as the hindrance lasts. We undertake to inform Customer immediately of the occurrence and the expected duration of such an event. The delivery period shall be extended by the duration of the impediment plus a

reasonable start-up phase. If such an impediment lasts longer than three months, either party shall be entitled to withdraw from the contract, but Customer shall only be entitled to do so after giving appropriate notice. Any consideration already paid shall be refunded immediately in this case.

3.5 Our obligation to deliver is subject to correct and timely supply of material for our production. In this case, we will inform Customer immediately that the required material is not available and reimburse any services already rendered without delay.

3.6 If we are in default of delivery due to slight negligence, our obligation to compensate for damages caused by delay (damages in addition to performance) shall be limited to a maximum of 5% of the net purchase price of the delayed delivery. Liability for culpable injury to life, limb or health remains unaffected. Liability for damages in lieu of performance shall be governed by the liability provisions pursuant to Section 7 of these Terms and Conditions.

3.7 We have, unless otherwise agreed in writing, the right to reasonable partial deliveries.

3.8 If Customer is in default of acceptance or violates other obligations to cooperate, we are entitled to demand compensation for the resulting damage, including any additional expenses, unless Customer proves that he is not responsible for the breach of duty. Further legal claims remain unaffected.

3.9 Customer may set us a deadline of at least 2 weeks after the due date. Only then is Customer entitled to withdraw from the contract, provided that the withdrawal is declared immediately in writing.

3.10 If dispatch and/ or acceptance is delayed for reasons for which Customer is responsible, we are entitled, if the product is not called up or removed within 5 working days after notification of availability, to store the goods at the expense and risk of Customer, charge him with the storage costs and take all measures necessary for the preservation and safeguarding of the goods at the expense of Customer.

4. Prices/ Payment Conditions

4.1 Our prices are net prices plus applicable value added tax (VAT) and appropriate packaging costs "ex works". In the case of foreign transactions, the value-added tax shall be waived upon handover of the required proof of export. In addition, Customer has to pay freight and insurance costs, if they are disbursed by us, as well as the cost of pallets and containers, unless they are used interchangeably.

4.2 Any taxes, tariffs, levies, customs or other charges of any nature imposed upon this transaction by any federal, state or local governmental authority on this transaction shall be paid by Customer in addition to the price. In the event we are required to prepay any such tax, Customer will reimburse us.

4.3 We will adjust the prices at our reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, costs for the procurement of raw materials or energy increase or decrease. The same shall also apply to corresponding changes in collective wage agreements in conclusion of which we have not participated. The prices shall be adjusted in the amount of the cost changes. In this context, cost increases and decreases of various price components shall be netted.

4.4 Notwithstanding the above, we charge alloy surcharges in the amount of the value on the day of delivery.

4.5 Our invoices are due and payable within 14 days after receipt of the invoice but not before 30 days after the invoice date without deduction, unless otherwise agreed.

4.6 If the agreed payment deadline is exceeded, Customer shall be in default of payment and shall be obliged to pay interest on arrears at a rate of 9 percentage points above the base interest rate per annum. Our claims for compensation for further damage caused by default shall remain unaffected.

4.7 Customer shall only be entitled to rights of set-off and retention if his counterclaims have been finally legally established, are undisputed or have been recognised by us. This restriction does not apply to claims of Customer due to defects or due to the partial non-fulfilment of the contract, if these claims result from the same contractual relationship as our claim.

4.8 We shall be entitled to carry out outstanding deliveries only against advance payment or provision of security if, after conclusion of the contract, we become aware of indications of Customer's lack of ability to pay which jeopardise payment of our claim for payment. If Customer does not comply with our request for advance payment or provision of security within a reasonable period, we shall be entitled to withdraw from the contract.

5. Retention of title

5.1 We retain title to the purchased/ordered item until all claims - including older, future and conditional claims including all ancillary claims and claims for damages - arising from the business relationship with Customer have been settled. If a current account relationship exists between Customer and us, the retention of title shall also apply to the respective recognised or causal balance.

5.2 Customer is obliged to treat the delivered goods with care and, in particular, to insure them at his own expense against damage by fire, water and theft at the sales value.

5.3 The treatment or processing of the goods subject to retention of title shall always be carried out on our behalf and by our revocable order, but without any obligation on our part. In the event that Customer processes, combines or mixes the reserved goods with other goods, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the reserved goods to the sales value of the newly created item in the ratio of the invoice value of the reserved goods to the sales value of the newly created item. Customer shall keep the new item for us.

5.4 In the event that our ownership expires as a result of combination, mixing or processing, Customer hereby transfers to us the ownership, co-ownership or expectant rights to which it is entitled in the new item in the ratio of the invoice value of the reserved goods to the invoice value of the newly created or the total item. In this case, Customer shall keep the goods for us free of charge.

5.5 In the event of default in payment and other conduct of Customer in breach of the contract, we shall be entitled to take back the delivered item. The taking back by us does not constitute a withdrawal from the contract unless we have expressly declared this in writing. In any case of repossession of the delivered item, we shall be entitled to realise it by private contract after the expiry of a reasonable grace period; the realisation proceeds shall be set off against the liabilities of Customer after deduction of reasonable costs of sale.

5.6 We revocably authorise Customer to resell the goods subject to retention of title or goods co-owned by us in the course of his ordinary business. The authorisation shall be deemed revoked in the

sense of a condition precedent as soon as Customer is in default. Customer is obliged to transfer to us the proceeds obtained from the resale up to the amount of our total due claims.

5.7 Customer hereby assigns to us all claims arising from the sale of the reserved goods up to the amount of the final invoice amount (including VAT) of our claim.

5.8 In the event of resale of the goods subject to retention of title together with other goods, the above shall apply mutatis mutandis, but in this case the claim against the third party shall be assigned to us in the amount of the ratio to the invoice value of the other goods. In the event of resale of goods in which we have a co-ownership share in accordance with clauses 5.3 and 5.4, Customer hereby assigns to us hereby a part of the claim against the third party corresponding to our co-ownership share.

5.9 We revocably authorise Customer to collect all claims to which we are entitled. However, we undertake not to collect the claim as long as Customer meets his payment obligations from the collected proceeds and no application for his insolvency has been filed. If these preconditions no longer exist, we may demand that Customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and discloses the assignment to the debtors.

5.10 Customer is not entitled to pledge the reserved goods or to assign them to third parties as security. Customer shall notify us immediately of any pledging, other asserted rights of third parties as well as any other impairments of the goods subject to retention of title, the goods under co-ownership or the assigned claims. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of an action in accordance with § 771 ZPO, Customer shall be liable for the loss incurred by us in this respect.

5.11 If the retention of title or the assignment is not effective under the law in whose area the goods are located, the security corresponding to the retention of title or the assignment in this area shall be deemed agreed. If Customer's cooperation is required for the creation, Customer shall be obliged to take all reasonable measures (such as registration or publication requirements) at its own expense which are necessary for the creation and maintenance of such rights.

5.12 If the value of the security to which we are entitled exceeds the secured claims by more than 10% in total, we shall be obliged to release the securities exceeding this amount - at our discretion - at the request of Customer.

5.13 All tools (including but not limited to tools, dies, patterns and moulds) manufactured by us or at our request (excluding Buyer-owned moulds), or otherwise utilized by us in the production of any Products sold to Customer, shall become and stay property of us. We are exclusively entitled to develop, design and use them. Moulds paid for by Customer shall not be used in the manufacture of goods for another customer.

6. Obligation to examine and notify / Warranty / Returns

6.1 In accordance with § 377 HGB (German Commercial Code), Customer must inspect the delivered goods without delay and notify us in writing of any visible defects without delay, at the latest within 30 days of delivery. After expiry of the period for giving notice of defects, warranty claims for recognisable defects shall be excluded.

6.2 If Customer has duly complied with his obligations to inspect the goods and to give notice of defects, he shall be entitled to the statutory warranty rights in the event of a defect, subject to the

proviso that we shall, at our discretion, undertake rectification of the defect or supply a replacement. Replacement deliveries shall be made concurrently with the return of the defective goods by Customer.

6.3 If we are neither willing nor able to remedy the defect or deliver a replacement, or if this is unreasonably delayed, or if the remedy of the defect or the replacement delivery fails for other reasons, Customer shall be entitled, at his discretion, to withdraw from the contract or to reduce the purchase price.

6.4 Claims for damages shall only exist under the conditions agreed under clause 7.

6.5 We shall not be liable for the delivery being suitable for a purpose envisaged by Customer if this purpose is neither contractually agreed nor corresponds to the contractually envisaged or customary use.

6.6 Claims due to defects shall become statute-barred one year after delivery of the goods. Deviating from this, the statutory warranty period of two years shall apply to claims for damages based on intentional or grossly negligent breaches of duty or culpable injury to life, limb or health. The statutory limitation period in the event of supplier recourse (recourse of the entrepreneur) remains unaffected.

6.7. We may, at our discretion, agree to accept the goods back if Customer has inadvertently ordered the wrong goods or the wrong quantity, provided that Customer requests the return within 45 days of delivery. Samples or custom-made products cannot be returned.

6.8 If the goods are returned in accordance with clause 6.2 or 6.7, they must be packed in a similar manner to how we packed them to protect the contents from damage. If the goods are damaged when received by us, no credit or partial credit will be given. Customer must pay the cost of shipping to and from us. We are entitled to agree to returns of large orders of stock or standard items: In this case, however, a minimum restocking fee of the equivalent of EUR 150 will be charged.

7. Liability

7.1 We shall be liable in accordance with the statutory provisions if Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our legal representatives, employees or other vicarious agents or a culpable breach of an essential contractual obligation. Material contractual obligations are those whose fulfilment is necessary to achieve the purpose of the contract and on whose fulfilment Customer regularly relies and may rely. Insofar as we are not guilty of intent or gross negligence, the liability for damages in the aforementioned cases shall be limited to the foreseeable damage typical for the contract.

7.2 Liability for culpable injury to life, limb or health shall remain unaffected by the above limitations of liability; this shall also apply to mandatory liability under the Product Liability Act (Produkthaftungsgesetz).

7.3 Unless otherwise provided above, liability for damages shall be excluded irrespective of the legal nature of the claim asserted. For liability due to delay, the limitation of liability pursuant to section 3.6 shall apply in addition.

7.4 The above provisions shall apply mutatis mutandis insofar as Customer demands reimbursement of futile expenses instead of a claim for damages in lieu of performance.

7.5 Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our legal representatives, employees and vicarious agents.

8. Final Provisions

8.1 If Customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from and in connection with the contract shall be our registered office. For Customer, this place of jurisdiction shall apply exclusively. However, we are also entitled to sue Customer at his general place of jurisdiction.

8.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (SICG).

8.3 There are no ancillary agreements to the concluded contract. Subsequent ancillary agreements must be in writing. This also applies to this written form requirement itself, which cannot be tacitly excluded.
