

Terms and Conditions of Sale and Delivery

of TOP Asia Technik GmbH, Jena – exclusively for entrepreneurs (B2B) · As of October 2026

Note on this translation

This English translation is provided for information only. Only the German version is legally binding.

§ 1 Scope

(1) These General Terms and Conditions of Sale and Delivery (hereinafter "Terms") apply to all quotations, contracts, deliveries and services of TOP Asia Technik GmbH (hereinafter "TAT") to its customers. They apply in particular to the sourcing and delivery of parts and assemblies made to the customer's drawing or sample, to associated tools, patterns and fixtures, and to ancillary services such as sample production, inspection, documentation, reverse engineering, transport and customs clearance.

(2) TAT's offers are directed exclusively at entrepreneurs within the meaning of Section 14 BGB (German Civil Code), legal entities under public law and special funds under public law. TAT does not conclude contracts with consumers (Section 13 BGB).

(3) These Terms apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer, in particular terms of purchase, shall only become part of the contract if and to the extent that TAT has expressly agreed to their application in text form. This requirement of consent also applies if TAT, with knowledge of the customer's terms, delivers or accepts payments without reservation.

(4) These Terms, in the version valid at the time of the customer's order or in any event in the version last communicated to the customer in text form, also apply as a framework agreement to similar future contracts, without TAT having to refer to them again in each individual case. The current version is available at top-asia-technik.com/agb/ and will be sent in text form on request.

(5) Individual agreements made in a specific case (including collateral agreements, supplements and amendments) take precedence over these Terms. Subject to proof to the contrary, a quotation or order confirmation from TAT in text form is decisive for the content of such agreements.

(6) In the event of contradictions between the contract documents, they apply in the following order of precedence: individual agreements, TAT's order confirmation, TAT's quotation, the approved first article inspection report (FAIR / EMPB) or documented first sample approval, the customer's drawing and specification, these Terms.

§ 2 Quotation and conclusion of contract

(1) TAT's quotations are subject to change and non-binding unless they are expressly designated as binding or contain a specific acceptance period. Presentations on the website, guide values for sizes, weights, quantities and times, and price indications do not constitute a binding offer.

(2) The customer's order is deemed a binding offer to conclude a contract. TAT may accept it within 14 days of receipt. Acceptance is made by order confirmation in text form or by carrying out the delivery.

(3) The quotation is based on the drawings, 3D data, specifications, samples and quantity information provided by the customer. If, after conclusion of the contract, these turn out to be incomplete or contradictory, or if the customer changes them, TAT may demand an adjustment of price and delivery time insofar as this demonstrably causes additional work or delays; the adjustment is made at TAT's reasonable discretion (Section 315 BGB). If the customer does not agree to the adjustment, the customer may terminate the contract within 14 days of notification; paragraph 6 applies accordingly.

(4) A target price stated by the customer is a non-binding guide for the calculation. There is no entitlement to a quotation being submitted at the target price.

(5) Changes to the drawing, material, quantity or date after conclusion of the contract require agreement in text form. The customer bears any additional costs arising from changes (e.g. tool modifications, material already produced or procured); dates are postponed appropriately.

(6) If the customer terminates a contract for the manufacture of customer-specific, non-fungible parts before their completion (Sections 650 sentence 3, 648 BGB), TAT is entitled to demand the agreed remuneration; however, TAT must deduct what it saves in expenses as a result of the termination of the contract, or acquires or maliciously fails to acquire through other use of its services. It is presumed that TAT is accordingly entitled to 5 % of the agreed remuneration attributable to the part of the work not yet performed. Quantities already bindingly ordered from the manufacturing partner, procured material and tools must be paid for in any event, insofar as TAT cannot otherwise utilise them.

§ 3 Customer documents, intellectual property rights and confidentiality

(1) The customer is solely responsible for the correctness, completeness and manufacturability of its drawings, specifications and requirements and for their suitability for the intended use. TAT is only obliged to check the design or suitability for use if this has been expressly agreed in text form. Advice and suggestions for improvement from TAT, e.g. on design for manufacture, are non-binding; the decision on them and the approval rest with the customer.

(2) Where parts are manufactured to the customer's drawings, samples or other specifications, the customer warrants that this does not infringe any third-party intellectual property rights (in particular patents, utility models, designs, trade marks or copyrights). The customer shall indemnify TAT against all third-party claims arising from such an infringement, including reasonable costs of legal defence, provided the customer is responsible for the infringement.

(3) TAT treats all documents and information of the customer that are marked as confidential or recognisably confidential as confidential and uses them exclusively for processing the enquiry or performing the contract. Before passing documents on to manufacturing partners, TAT removes the customer's name, logo and other identifying marks. Manufacturing partners are bound to confidentiality; they are prohibited from supplying parts made to the customer's documents to third parties. On request, the parties will conclude a separate non-disclosure agreement (NDA), which takes precedence over these Terms.

(4) The duty of confidentiality does not apply to information that is generally known or becomes known through no fault of TAT, that was already known to TAT or lawfully received from third parties, or to the extent that disclosure is required by law or by the authorities (e.g. to customs authorities).

(5) Drawings, documents and data that TAT creates for the customer in the course of reverse engineering or other design services become the property of the customer upon full payment of the remuneration agreed for them; TAT grants the customer an exclusive right of use in them, unlimited in time and territory. For components provided by the customer that serve as a model, § 3(2) applies accordingly.

§ 4 Samples, first samples and approval

(1) Where agreed, TAT supplies first samples before the start of series production. A first article inspection report (FAIR / EMPB, e.g. in accordance with VDA Volume 2 or PPAP) is only prepared if this has been agreed; its scope and format depend on the agreement.

(2) The customer shall inspect the first samples without undue delay, at the latest within 15 working days of receipt, and shall either grant approval or specifically notify deviations in text form. Approval is given in text form.

(3) Upon approval, the first samples are deemed to represent the agreed quality of the series parts with regard to the characteristics documented in the FAIR or in the approval (in particular dimensions, material, surface finish, function); this also applies to deviations from the drawing documented there and approved by the customer. Otherwise, the drawing remains authoritative. Deviations of the series parts from the drawing that were already present on the approved first samples and that the customer recognised during sample inspection, or failed to recognise as a result of gross negligence, cannot be asserted by the customer as a defect (Section 442 BGB applied accordingly).

(4) Unless otherwise agreed, samples, prototypes and sample flat fees are invoiced separately. If approval is delayed for reasons for which the customer is responsible, the series production dates are postponed accordingly.

(5) Samples and prototypes are not manufactured under series production conditions and serve testing purposes; no conclusions about process capability, cycle time or series costs can be drawn from them. The customer's rights in respect of defects with regard to the agreed quality remain unaffected.

(6) Materials and parts provided by the customer shall be made available to TAT in good time, free of charge and in perfect condition, with an additional quantity of 3 % to cover scrap. The customer bears delays and additional costs resulting from late or defective provision.

§ 5 Tools, moulds and fixtures

(1) Tools, moulds, patterns, dies and fixtures required for production (hereinafter "tools") are quoted and invoiced separately. Unless otherwise agreed in the quotation, tooling costs are due 50 % on placing the order and 50 % on delivery of the first samples.

(2) If it is agreed that the customer bears the full tooling costs, TAT transfers ownership of the tool to the customer upon full payment, insofar as TAT itself has acquired ownership; handover is replaced by TAT assigning to the customer its claim for surrender against the manufacturing factory, or by TAT keeping, or having kept, the tool in safe custody for the customer free of charge. The transfer is governed by the law of the country in which the tool is located (Art. 43 EGBGB – Introductory Act to the German Civil Code). Insofar as TAT has not acquired ownership or a transfer of ownership is not effective under that law, TAT assigns to the customer, upon full payment, all claims against the manufacturing factory for use, marking and surrender of the tool; the customer accepts the

assignment. TAT gives no further guarantee for the enforceability of these rights abroad unless TAT is responsible for the failure. If the customer bears only a proportion of the tooling costs, the tool remains with TAT or the manufacturing factory.

(3) The customer's tools are marked as such, remain at the factory for production and are used exclusively for deliveries to the customer. Maintenance and normal servicing during the agreed or customary tool life are carried out by TAT or the manufacturing factory. The customer bears the costs of replacing worn tools after the end of the tool life and of modifications initiated by the customer.

(4) TAT is obliged to store tools until two years after the last delivery to the customer. TAT will then ask the customer in text form to decide on further use within three months. If the customer does not respond within this period, TAT is entitled to have the tool scrapped; TAT will point out this consequence in its request.

(5) At the customer's request, TAT organises the surrender or relocation of tools to another factory or to Europe. The customer bears the costs of dismantling, packaging, transport, customs clearance and commissioning as well as any remuneration claims of the factory. TAT may refuse surrender as long as amounts due from the business relationship have not been paid.

(6) Tools owned by the customer are stored at the customer's risk. TAT is liable for loss of or damage to them only in accordance with § 10. TAT is only obliged to insure the tools if this has been separately agreed and paid for.

§ 6 Prices and price adjustment

(1) The prices stated in the quotation or order confirmation apply, in euros plus statutory VAT. TAT bears exchange rate fluctuations against foreign currencies.

(2) Unless otherwise agreed, prices are "delivered to your door" in accordance with Incoterms® 2020 DDP (Delivered Duty Paid) to the delivery address in Germany specified by the customer, including standard packaging, freight, customs duty and import charges. For other agreed delivery terms (e.g. EXW or FCA), the costs to be borne by the customer under those terms are not included in the price.

(3) If, after conclusion of the contract, the statutory or officially determined charges and costs of import into the European Union change – in particular customs duties, anti-dumping and countervailing duties and costs from the Carbon Border Adjustment Mechanism (CBAM), including changes in the price of CBAM certificates and a CBAM obligation that arises only after conclusion of the contract because the statutory quantity threshold is exceeded – or if such charges are newly introduced, TAT is entitled to adjust the prices for goods not yet delivered to the extent of the proven change. This applies accordingly in favour of the customer if such charges are reduced. If the total price of a delivery increases by more than 10 % as a result, the customer may withdraw from the contract with regard to the affected deliveries not yet shipped within 14 days of notification of the adjustment; costs already incurred for goods and tools manufactured specifically for the customer remain unaffected. CBAM costs are calculated on the basis of the emission values for the respective goods verified by the manufacturing factory or of the default values set by the EU.

(4) For call-off orders and deliveries that, as agreed, take place more than four months after conclusion of the contract, either party is entitled to demand an adjustment of the price for goods not yet delivered insofar as the cost components for material and sea freight shown in the quotation have demonstrably changed by more than 5 % since conclusion of the contract. The adjustment is made in proportion to the change in these cost components, measured against the index named in the quotation or against the proven purchase prices. Cost reductions shall be passed on in the same way. Paragraph 3 sentence 3 applies accordingly.

§ 7 Terms of payment

(1) Unless otherwise agreed in the quotation or order confirmation, invoices for series parts and samples are due for payment without deduction within 14 days of the invoice date, but not before receipt of the invoice and delivery of the goods. § 5(1) applies to tools. Timeliness is determined by receipt of payment by TAT.

(2) On expiry of the payment period, the customer is in default without further reminder. While in default, the customer owes default interest at nine percentage points above the respective base rate (Section 288(2) BGB) as well as the lump sum under Section 288(5) BGB. The right to claim further damages is reserved.

(3) For first orders, for orders with a net value of more than EUR 10,000 or where there are justified doubts about the customer's ability to pay, TAT is entitled to provide in the quotation for an appropriate down payment, advance payment or security. If circumstances become known after conclusion of the contract that jeopardise TAT's claim to payment (e.g. default in payment, application for the opening of insolvency proceedings), TAT may carry out outstanding deliveries only against advance payment or security and, after a reasonable deadline has expired without result, withdraw from the contract (Section 321 BGB).

(4) The customer may only set off claims that are undisputed, have been finally established by a court or are ready for decision, as well as claims that are reciprocal to TAT's claim, in particular claims based on defects or for reimbursement of additional completion costs arising from the same contract. The customer may only exercise a right of retention insofar as its counterclaim is based on the same contractual relationship. The customer's rights in the event of defects in the delivery, in particular under § 9, remain unaffected.

§ 8 Delivery, delivery time and transfer of risk

(1) Delivery periods and dates are only binding if they have been expressly agreed as binding. Otherwise, stated production and delivery times are estimated dates. If TAT exceeds a non-binding date by more than four weeks, the customer may request TAT in text form to deliver within a reasonable period; TAT is in default upon receipt of this request. Delivery periods do not begin before all technical questions have been clarified, all documents and approvals to be provided by the customer have been received and any agreed down payment has been received.

(2) Delivery times include production, transport and import clearance. Transport times, in particular for sea and rail freight, are subject to influences beyond TAT's control (e.g. changes of port and route, weather, shipping line capacities). If TAT is in default with a binding delivery, a reasonable grace period must first be set.

(3) Force majeure and other unforeseeable, extraordinary events for which TAT is not responsible – in particular natural disasters, epidemics, war, civil unrest, official measures, export and import restrictions, sanctions, industrial action, shortages of energy and raw materials, disruptions or closures of transport routes and ports – extend the delivery time by the duration of the impediment plus a reasonable start-up period. This also applies if such events occur at manufacturing partners or transport companies. TAT will inform the customer without undue delay. If the impediment lasts longer than three months, either party may withdraw from the contract with regard to the affected deliveries.

(4) TAT is entitled to withdraw from the contract if, despite having concluded in good time a matching covering transaction in terms of quantity, quality and delivery time, TAT is not supplied, or not supplied in time, by its manufacturing partner through no fault of its own and TAT cannot avert the non-delivery through reasonable alternative sourcing. TAT assumes a procurement risk only if this has been expressly agreed. TAT will inform the customer of the non-availability without undue delay and refund any consideration already provided without undue delay. The customer's rights in respect of defects in delivered goods remain unaffected.

(5) Partial deliveries are permitted insofar as they are reasonable for the customer. For custom-made products manufactured to drawing, production-related over- or under-deliveries of up to 10 % for order quantities of up to 1,000 pieces and of up to 5 % for larger order quantities are permitted, unless the customer has specified in the order that an exact quantity is required; the quantity actually delivered is invoiced.

(6) The transfer of risk is governed by the agreed delivery term of Incoterms® 2020. For delivery DDP, risk passes to the customer when the goods are made available for unloading at the agreed place of destination. Unloading is the customer's responsibility unless otherwise agreed. If the customer is in default of acceptance, risk passes at the start of the default of acceptance; in this case the customer bears the storage costs.

(7) Storage services (e.g. safety stock, interim storage, call-off stock) are agreed and invoiced separately; the customer bears the storage costs. For call-off orders, the customer is obliged to accept the total quantity within the agreed call-off period or, in the absence of an agreement, within twelve months of conclusion of the contract. Once the call-off period has expired, TAT is entitled, after prior notice in text form and expiry of a period of 14 days, to deliver and invoice the remaining quantity not called off or to store it at the customer's expense and risk and invoice it; further rights (Sections 293 et seq., 323 BGB) remain unaffected.

(8) TAT does not take back transport packaging and outer packaging; the customer assumes responsibility for its proper disposal at its own expense (deviating agreement pursuant to Section 15(1) VerpackG – German Packaging Act). Reusable load carriers remain the property of TAT or the freight forwarder.

§ 9 Obligation to inspect and give notice of defects, claims for defects

(1) The statutory provisions apply to the customer's rights in the event of material defects and defects of title, unless otherwise stipulated below. In all cases, the special statutory provisions on final delivery of the goods to a consumer (supplier recourse, Sections 478, 445a, 445b BGB) remain unaffected.

(2) The basis of liability for defects is the agreed quality of the goods. The customer's drawing and specification in the version on which the contract is based, the agreed standards and tolerances, and the approved first samples (§ 4(3)) are deemed the agreed quality. Public statements and advertising claims do not constitute an agreement on quality.

(3) If the customer is a merchant (Kaufmann), claims for defects require that the customer has complied with its statutory obligations to inspect and give notice of defects (Sections 377, 381 HGB – German Commercial Code). Obvious defects, transport damage, incorrect deliveries and quantity deviations must be notified in text form without undue delay, at the latest within ten working days of delivery, and hidden defects without undue delay, at the latest within ten working days of their discovery. Transport damage must additionally be noted on the consignment note or delivery receipt where possible. If the customer fails to carry out proper inspection or give proper notice of defects, TAT's liability for the defect not notified, or not notified in time, is excluded in accordance with the statutory provisions. If the customer is not a merchant, sentence 2 applies accordingly to obvious defects; otherwise the statutory provisions remain applicable.

(4) The customer must give TAT the opportunity to examine the notified defect and, on request, provide the rejected parts, photos, measurement reports or retained samples. Until clarification, rejected parts must be kept separately and must not be processed further, insofar as this is reasonable.

(5) If the goods are defective, TAT may initially choose whether subsequent performance is made by remedying the defect (rectification, including by sorting or rework) or by delivering a defect-free item (replacement delivery). TAT's right to refuse the chosen type of subsequent performance under the statutory conditions remains unaffected. TAT is entitled to make the subsequent performance owed dependent on the customer paying the purchase price due; the customer is entitled to retain a part of the purchase price that is reasonable in relation to the defect.

(6) TAT bears the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, where applicable, removal and installation costs, in accordance with the statutory provisions if a defect actually exists. If a request to remedy a defect turns out to be unjustified, TAT may demand reimbursement of the resulting costs from the customer if the customer knew or negligently failed to recognise that there was no defect.

(7) In urgent cases, e.g. where operational safety is at risk or to prevent disproportionate damage, the customer has the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement from TAT of the objectively necessary

expenses. TAT must be notified of such self-remedy without undue delay, if possible in advance. The right of self-remedy does not exist if TAT would be entitled to refuse corresponding subsequent performance under the statutory provisions.

(8) If subsequent performance has failed, or a reasonable deadline for subsequent performance to be set by the customer has expired without success or is dispensable under the statutory provisions, the customer may withdraw from the contract or reduce the purchase price. There is no right of withdrawal in the case of an insignificant defect. Claims for damages or reimbursement of futile expenses exist only in accordance with § 10.

(9) There are no claims for defects in the case of defects attributable to the customer's drawings, specifications, provided materials or samples, or in the case of natural wear and tear, improper storage, assembly, handling or use by the customer or third parties.

§ 10 Liability

(1) Unless otherwise provided in these Terms, including the following provisions, TAT is liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

(2) TAT is liable for damages – irrespective of the legal grounds – within the scope of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, TAT is liable, subject to statutory limitations of liability (e.g. care in its own affairs), only a) for damage resulting from injury to life, body or health and b) for damage resulting from the not insignificant breach of a material contractual obligation. Material contractual obligations are obligations whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the customer regularly relies and may rely. In case b), however, TAT's liability is limited to compensation for the foreseeable damage that typically occurs.

(3) The limitations of liability resulting from paragraph 2 also apply to third parties and in the event of breaches of duty by persons (including in their favour) for whose fault TAT is responsible under statutory provisions, in particular legal representatives, employees and vicarious agents. They do not apply insofar as TAT has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods, or to claims under the German Product Liability Act (Produkthaftungsgesetz).

(4) The customer may only withdraw from or terminate the contract because of a breach of duty that does not consist of a defect if TAT is responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences apply.

§ 11 Limitation period

(1) In derogation from Section 438(1) no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. Where acceptance has been agreed, the limitation period begins with acceptance.

(2) The reduction under paragraph 1 does not apply in the cases of Section 438(1) no. 1 and no. 2 BGB, to claims in the event of intent, gross negligence, fraudulent concealment of a defect or assumption of a guarantee, to claims for damages for injury to life, body or health, to claims under the German Product Liability Act, or to the special rules on supplier recourse (Sections 445b, 478 BGB). In these cases, the statutory limitation periods apply.

(3) The above limitation periods under the law on sales also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless application of the regular statutory limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. Paragraph 2 remains unaffected.

§ 12 Retention of title

(1) The goods delivered remain the property of TAT until full payment of all present and future claims of TAT arising from the business relationship with the customer (goods subject to retention of title).

(2) The customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business. Pledges and transfers by way of security are not permitted. In the event of third-party access to the goods subject to retention of title, in particular seizures, the customer must point out TAT's ownership and notify TAT without undue delay.

(3) Processing or transformation of the goods subject to retention of title by the customer is always carried out for TAT as manufacturer, without obligating TAT. If the goods subject to retention of title are processed, mixed or combined with other items not belonging to TAT, TAT acquires co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the value of the other items at the time of processing. In all other respects, the same applies to the resulting item as to the goods subject to retention of title. If the combination or mixing takes place in such a way that the customer's item is to be regarded as the main item, the customer hereby transfers to TAT proportionate co-ownership in the ratio stated in sentence 2 and holds the co-ownership in safe custody for TAT free of charge.

(4) The customer hereby assigns to TAT all claims in the amount of the final invoice amount (including VAT) that accrue to it from the resale of the goods subject to retention of title or of products made from them against its buyers or third parties; TAT accepts the assignment. The customer remains authorised to collect the claims. TAT undertakes not to collect the claims as long as the customer meets its payment obligations, does not default on payment and no application for the opening of insolvency proceedings has been filed. If this is the case, TAT may demand that the customer disclose the assigned claims and their debtors and provide the information required for collection.

(5) If the customer acts in breach of contract, in particular in the event of default in payment, TAT is entitled to withdraw from the contract in accordance with the statutory provisions and to demand surrender of the goods subject to retention of title. If the realisable value of the securities exceeds the claims to be secured by more than 10 %, TAT will release securities of its choice at the customer's request.

§ 13 Compliance with regulations, origin and documents

- (1) TAT owes requirements regarding materials and substances (e.g. REACH, RoHS), markings, standards, certificates and documentation only insofar as they have been expressly agreed in the drawing, specification or contract. The customer is responsible for compliance with the regulations arising from the use intended by the customer or from placing its end product on the market (e.g. CE marking of the end product).
- (2) Requirements for the manufacturing factories, such as quality management certifications, are checked in the individual case in accordance with the customer's specifications and are owed only insofar as they have been agreed. Naming the manufacturing factories and factory visits at partners in China do not form part of the service unless expressly agreed otherwise.
- (3) If the customer requires proofs of origin, supplier's declarations or other foreign trade documents, TAT will provide them where possible and against reimbursement of any additional costs.
- (4) The customer is itself responsible for compliance with the export control and sanctions regulations applicable when the goods are supplied onwards to other countries.

§ 14 Data protection

TAT processes personal data of the customer and its contact persons exclusively within the framework of the applicable data protection regulations. Details can be found in the privacy policy at top-asia-technik.com/datenschutzerklaerung/.

§ 15 Choice of law, place of jurisdiction and final provisions

- (1) These Terms and all legal relationships between TAT and the customer are governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the customer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is TAT's registered office in Jena. However, TAT is also entitled to bring an action at the customer's general place of jurisdiction or at the place of performance. Overriding statutory provisions, in particular on exclusive jurisdiction, remain unaffected.
- (3) Unless otherwise agreed (e.g. by the delivery term), the place of performance for all obligations arising from the contractual relationship is TAT's registered office.
- (4) Legally relevant declarations and notices by the customer (e.g. setting of deadlines, notices of defects, withdrawal) must be made in text form (e.g. email). Statutory form requirements remain unaffected.
- (5) Should individual provisions of these Terms be or become invalid in whole or in part, the validity of the remaining provisions remains unaffected. Invalid provisions are replaced by the statutory provisions (Section 306(2) BGB).

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