

1. Validity, conclusion of contract

1.1 All legal relationships with natural persons and legal entities under private and public law to whom goods or services are supplied are subject exclusively to the following Terms and Conditions of Sale and Delivery.

1.2 General Terms and Conditions of Business and other terms and conditions of purchase that conflict with or deviate from these General Terms and Conditions of Sale and Delivery are hereby rejected. Our Terms and Conditions of Sale and Delivery shall also apply in their respective valid version to all future deliveries and services for the customer (hereinafter referred to as "Delivery").

1.3 Deviating individual agreements with the customer shall take precedence over these Terms and Conditions of Sale and Delivery.

1.4 Offers are subject to change with regard to price, quantity, delivery period and delivery conditions. This shall also apply if we provide information or other documents - including in electronic form - to which we reserve ownership rights and copyrights.

1.5 Any acceptance by us shall be subject to the proviso that there are no legal obstacles to delivery (e.g. export control regulations).

2. Prices, price adjustments, terms of payment

2.1 All prices are ex works (EXW according to Incoterms® 2020, ICC) plus packaging and, unless otherwise agreed in writing, plus the applicable statutory value added tax, if applicable.

2.2 If customs duties, taxes, fees and other charges increase after conclusion of the contract, this shall be borne by the customer.

2.3 If unforeseeable increases in material prices or labor costs occur between conclusion of the contract and completion of the manufacturing process, or if unforeseeable increases in transport costs occur between conclusion of the contract and delivery upon conclusion of the contract, atech innovations gmbh shall be entitled - even in the case of fixed prices - to make a price adjustment corresponding to these factors. The price adjustment may not exceed 3% of the contractually agreed price. A price increase shall not take place if atech innovations gmbh itself is responsible for the price increase or if it results from circumstances for which atech innovations gmbh itself is responsible. The value added tax applicable at the time of invoicing shall apply. The provisions in para. 1 shall also apply to partial deliveries or partial invoices.

2.4 The customer undertakes to pay the purchase price within 30 days of the invoice date, irrespective of the time of receipt of the goods or unless otherwise agreed. After expiry of this period, the customer shall be in default of payment without the need for a reminder. From the due

date, atech innovations gmbh shall be entitled to charge interest at a rate of 9% above the respective base rate of the European Central Bank. The right to claim further damages remains reserved.

2.5 The customer shall not be entitled to withhold payments or to offset them against any counterclaims unless these are recognized in writing or have been legally established.

2.6 atech innovations gmbh shall be entitled to set off payments by the customer against the oldest claim due.

2.7 We reserve the right to obtain information from the SCHUFA company (Schutzgemeinschaft für allgemeine Kreditsicherung) responsible for the customer's registered office or another credit agency for the purpose of a credit check. Furthermore, we reserve the right to report payment histories to credit agencies in accordance with the provisions of the BDSG.

3. Retention of title

3.1 The delivered goods (goods subject to retention of title) shall remain the property of atech innovations gmbh until all claims arising from the business relationship with the customer have been satisfied in full.

3.2 As long as ownership has not yet been transferred to the customer, the customer shall not be entitled to pledge the reserved goods to third parties or to assign them by way of security. However, the customer is entitled to use the reserved goods and to resell them in the ordinary course of business as long as he is not in arrears with his payment obligations. The customer assigns to atech innovations gmbh by way of security the claims against his business partners arising from the sale in the amount of the final invoice amount agreed with us (including VAT). atech innovations gmbh accepts the assignment.

3.3 atech innovations gmbh revocably authorizes the customer to collect the claims assigned to us for his account in his own name. This shall not affect the right of atech innovations gmbh to collect the claims itself. However, atech innovations gmbh shall not collect the claims itself and shall not revoke the direct debit authorization as long as the customer duly meets its payment obligations.

3.4 If the customer acts in breach of contract towards atech innovations gmbh, in particular if he is in default with his payment obligations, atech innovations gmbh shall be entitled to withdraw from the purchase contract and to demand the return of the reserved goods from the customer, provided that atech innovations gmbh has unsuccessfully set the customer a reasonable deadline for payment. This shall not apply if the setting of a deadline is dispensable according to the statutory provisions. The demand for return does not at the same time include a declaration of rescission; rather, atech innovations gmbh is entitled to merely demand the return of the goods and

reserve the right to rescind the contract. However, withdrawal from the contract is not required in order to assert this reservation of title, unless the customer is a consumer.

3.5 In the event of conduct in breach of contract, atech innovations gmbh may demand that the customer discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to atech innovations gmbh all relevant documents and provides all information required by atech innovations gmbh to assert the claims.

3.6 The treatment and processing or transformation of the reserved goods by the customer shall always be carried out in the name of and on behalf of atech innovations gmbh. If the reserved goods are processed with other goods which are not the property of atech innovations gmbh, atech innovations gmbh shall acquire co-ownership of the new goods in the ratio of the value of the reserved goods to the other processed goods at the time of processing. If the reserved goods are inseparably combined or mixed with other goods not belonging to atech innovations gmbh, atech innovations gmbh shall acquire co-ownership of the new goods in the ratio of the value of the reserved goods to the other combined or mixed goods at the time of combination or mixing. If the combining or mixing is carried out in such a way that the customer's goods are to be regarded as the main goods, it shall be deemed agreed that the customer transfers co-ownership to atech innovations gmbh on a pro rata basis. atech innovations gmbh accepts this transfer. The customer shall hold the sole ownership or co-ownership of the goods thus created in safe custody for atech innovations gmbh.

3.7 If the customer files for insolvency, he shall notify atech innovations gmbh thereof immediately in writing. If the reserved goods are seized by third parties or if they are subject to other interventions by third parties, the customer shall be obliged, as long as the ownership has not yet been transferred to him, to inform the third party of the ownership rights of atech innovations gmbh and to notify us immediately in writing so that atech innovations gmbh can enforce its ownership rights. The customer shall be liable for the judicial or extrajudicial costs of an action against atech innovations gmbh arising in this connection in accordance with § 771 ZPO (German Code of Civil Procedure), insofar as the third party is not in a position to reimburse these costs to atech innovations gmbh.

3.8 atech innovations gmbh undertakes, at the request of the customer, to release the securities to which it is entitled insofar as the realizable value exceeds the value of the outstanding claims against the customer by 10%.

4. Delivery, delivery time, delay in delivery

4.1 All deliveries shall be made "ex works" (EXW according to Incoterms® 2020, ICC) at the expense and risk of the customer, unless otherwise agreed in writing.

Delays in delivery or delivery caused by the customer shall entitle atech innovations gmbh to compensation for storage costs incurred.

4.2 Unless otherwise agreed in writing, the delivery period shall commence on the day of the order confirmation after the documents to be supplied by the customer have been received by atech innovations gmbh. If the delivery period is determined in days and unless otherwise agreed in writing, this shall be understood to mean working days on which work is normally carried out. If the customer has to make an advance payment after conclusion of the contract and before delivery of the goods, the delivery period shall commence upon receipt of the payment.

4.3 Neither atech innovations gmbh nor the customer shall be liable for the non-fulfillment of their contractual obligations if the non-fulfillment is due to a circumstance beyond their control, but in particular for one of the following reasons:

Natural disasters, riot, fire, restriction of energy supply, labor disputes, epidemics/pandemics or sovereign orders. There is no entitlement to compensation due to late performance or delivery.

4.4 This also applies if such circumstances exist with subcontractors/suppliers. Such circumstances and their discontinuation must be reported immediately in writing.

4.5 If the goods are taken back for reasons for which atech innovations gmbh is not responsible, the customer shall bear any risk, e.g. of accidental loss, until receipt of the goods by atech innovations gmbh.

4.6 Our delivery obligation is subject to complete and timely self-supply (in particular energy, raw materials, preliminary products, etc.), unless atech innovations gmbh is responsible for the incomplete or untimely self-supply. A delay in delivery caused by incomplete or untimely self-supply shall not entitle the customer to cancel the order unless atech innovations gmbh is responsible for the non-delivery or delay. The customer shall be informed of the non-availability.

5. Shipping and packaging

5.1 Shipping instructions must always be specified with the order. However, the mode and route of shipment shall always be at our discretion - without any guarantee of the fastest transportation. Additional costs for urgent and express shipments, which are made at the request of the customer, shall be borne by the customer. Delivery shall be made with packaging. Packaging provided on loan shall be returned to us carriage paid by the customer immediately after it has been emptied.

5.2 atech innovations gmbh shall be entitled to make partial deliveries that are reasonable for the customer.

6. Warranties, promised characteristics and indemnities

6.1 The customer accepts that warranties, promised characteristics and other product descriptions do not constitute warranties of quality within the meaning of §443, 444 and 639 BGB. Furthermore, atech innovations gmbh does not accept any indemnification. Subject to further mandatory statutory liability, atech innovations gmbh shall only compensate for direct damages and costs culpably caused by atech innovations gmbh within the scope of the agreed limitation of liability.

7. Material defects

7.1 Decisive for the contractual condition of the goods is the handover to the customer or the delivery of the goods by atech innovations gmbh to the forwarding agent, the carrier or the legal or natural person otherwise designated to carry out the shipment, if shipment by atech innovations gmbh has been agreed with the customer.

7.2 The customer cannot derive any claims from customary deviations with regard to dimensions, filter surfaces, diameters and pore diameters.

7.3 If the deviation or change in the pore diameter is not customary in the trade, the deviation or change shall be accepted by the customer if it is reasonable for him, taking into account the interests of atech innovations gmbh.

7.4 The customer alone shall be responsible for checking whether the ordered goods are suitable for the purpose intended by the customer.

7.5 Section 377 of the German Commercial Code (HGB) shall apply to the customer's obligation to inspect and give notice of defects; this shall also apply to contracts for work and services. However, the obligation to give notice of defects shall be a maximum of 2 weeks after receipt of the goods at the place of destination; the notice of defects must be received by atech innovations gmbh in writing - fax/e-mail shall suffice.

7.6 In the event of the occurrence of defects, handling and processing must be stopped immediately. In the event of justified and timely notification of defects, the customer's claims shall be limited to subsequent performance (rectification of the defect or delivery of a defect-free item). The customer expressly reserves the right to reduce the price or to withdraw from the contract at his discretion if the subsequent performance fails. The customer shall grant atech innovations gmbh a grace period of a maximum of eight weeks beforehand.

7.7 If the customer demands delivery of the defect-free item, he may refuse the remuneration still to be paid by him until delivery of the defect-free item. These provisions shall apply accordingly to partial deliveries and associated partial invoices. The customer shall - to

the extent necessary - cooperate in the preparation and execution of the subsequent performance. In particular, he shall give atech innovations gmbh the opportunity to inspect the claimed defect and to make the rejected goods or samples thereof available upon request.

7.8 The customer shall set atech innovations gmbh two reasonable deadlines for subsequent performance. If atech innovations gmbh does not comply with its obligation of subsequent performance within these periods, the customer shall have the rights under §634 No. 2 to 4 BGB, whereby atech innovations gmbh must be responsible. In the event of withdrawal, regardless of the legal grounds, the contractor shall remove the deliveries already made at his own expense. In addition, the parties shall agree on a mutual, appropriate compensation for the deliveries/services already provided or to be returned.

7.9 The limitation period for claims for material defects or other claims of the customer arising from breaches of duty by atech innovations gmbh shall be one year. This shall not apply to the following claims for which statutory limitation periods apply: Claims of the customer arising from a guarantee of quality assumed by the supplier; claims of the customer arising from an injury to life, limb or health for which the supplier is responsible (§ 309 no. 7 a BGB); claims of the customer arising from a breach of duty for which the supplier is responsible pursuant to § 309 no. 7 b BGB; claims of the customer arising from a breach of duty caused by gross negligence on the part of the supplier; claims of the customer arising from a breach of material contractual obligations; claims of the customer due to a material defect for which the 5-year limitation period applies pursuant to §§ 438 para. 1 no. 2 or 634 a para. 1, no. 2 BGB.

8. Liability on the merits

8.1 In the event of claims for compensation for wasted expenditure or damages - on whatever legal grounds - atech innovations gmbh shall only be liable

- a) in the event of intent,
- b) in the event of gross negligence on the part of legal representatives, executive employees or vicarious agents of the customer,
- c) in the event of culpable injury to life, limb or health,
- d) in the case of defects which atech innovations gmbh has fraudulently concealed,
- e) insofar as liability exists under the Product Liability Act for personal injury or property damage to privately used objects. In the event of culpable breaches of essential contractual obligations, atech innovations gmbh shall also be liable for gross negligence on the part of non-executive employees and for slight negligence, in the latter case limited to the reasonably foreseeable damage typical of the contract.

8.2 Further claims are excluded, in particular consequential damages of any kind (e.g. loss of production, loss of profit or turnover, loss of orders, financing costs, loss of information and data, loss of power), financial damages, indirect or consequential damages or losses, unless these limitations of liability

are contrary to mandatory statutory provisions.

8.3 Damage events which could result in liability claims against atech innovations gmbh must be reported to us in writing by the customer immediately, but at the latest within 2 weeks of becoming aware of the damaging event. If the customer violates this obligation, he shall bear the resulting damage himself. Otherwise, liability claims against atech innovations gmbh shall lapse if they are not asserted in court within 6 months of rejection by us or our insurance company.

9. Export control

9.1 We draw the customer's attention to the fact that European and German foreign trade law applies to the shipment/export of goods (goods, software, technology) and the provision of services (e.g. assembly, maintenance, servicing, repairs, instruction/training, etc.) with a cross-border connection for the fulfillment of the contractual obligation and that the individual deliveries and technical services may be subject to export control restrictions and prohibitions. This applies in particular to so-called armaments and dual-use goods. The relevant legal provisions are Regulation (EU) No. 2021/821 (EU Dual-Use Regulation) and its annexes, the Foreign Trade and Payments Act (AWG), the Foreign Trade and Payments Ordinance (AWV) and its annex (Part I Section A and B of the German Export List), as amended.

9.2 In addition, there are European and national embargo regulations against certain countries and persons, companies and organizations that may prohibit the delivery, provision, transfer, export or sale of goods and the provision of services or make them subject to approval.

9.3 The customer acknowledges that the above-mentioned legal provisions are subject to constant amendments and adjustments and that they shall apply to the contract in their respective valid version.

9.4 The customer undertakes to recognize and comply with the European and German export control regulations and embargo regulations, in particular if the customer is affected by a re-export requirement of a license issued to us by the export control authority. We shall inform the customer of any such requirement at the latest prior to shipment/export.

9.5 The customer further undertakes not to sell, export, re-export, deliver, pass on or otherwise make available the delivered goods either directly or indirectly, indirectly or directly to persons, companies, institutions, organizations or countries, if this violates European or German export regulations or embargo regulations.

9.6 Upon request, the customer is obliged to provide us with appropriate and complete information on the end use of the goods or services to be delivered, in particular to issue so-called end-use certificates (EUCs) and to send them to us in the original in order to check the end use and the intended purpose of the goods or services to be delivered and to be able to prove this to the competent export control authority.

10. Suspension, cancellation and termination of the contract

10.1 If the customer fails to fulfill any of its contractual obligations, fails to fulfill them properly or on time, or if there are reasonable grounds to fear that the customer will not fulfill his obligations, as well as in the event of (imminent) insolvency, suspension of payments, closure, dissolution or (partial) transfer of the customer's company and in particular the transfer of a substantial part of the customer's receivables, atech innovations gmbh shall be entitled to suspend the performance of the contract and/or to cancel the contract in whole or in part without notice of default and without the intervention of a court, without atech innovations gmbh being obliged to pay any compensation or provide any guarantee. This shall apply without prejudice to the other rights to which atech innovations gmbh is entitled.

10.2 In the event of termination or cancellation, the agreed order amount less any installment payments already made shall become due immediately.

10.3 If the performance of the contract is prevented by force majeure, atech innovations gmbh shall be entitled, without the intervention of a court, either to suspend the performance of the contract for the duration of the force majeure or to terminate the contract in whole or in part without atech innovations gmbh being obliged to pay any compensation.

10.4 If the customer wishes to terminate the contract without atech innovations gmbh being in breach of contract and atech innovations gmbh agrees, the contract shall be terminated by mutual consent. atech innovations gmbh shall in that case be entitled to compensation for all damages such as losses suffered, loss of profit and expenses incurred.

11. Data protection

11.1 Both contracting parties mutually undertake to maintain confidentiality and to use exclusively in accordance with the contract with regard to all information, data and acquired knowledge of business and/or trade secrets of the other contracting party exchanged or to be exchanged before and during the term of the contract. This confidentiality obligation shall not apply to information that is demonstrably generally known or becomes generally known without this being the responsibility of the contracting party concerned, or that was already known to the contracting party concerned before it was made accessible to it by the other contracting party. Furthermore, the confidentiality obligation shall not apply if a contracting party or a party involved is legally or officially obliged to disclose information, provided that such an obligation is communicated to the other contracting party in writing prior to disclosure.

11.2 The above confidentiality obligation shall remain in force even after termination of the contractual or business relationship.

12. Third-party property right, indemnification

12.1 The customer shall indemnify atech innovations gmbh against all claims of third parties due to actual or alleged infringements of industrial property rights (in particular of patents and/or utility models) during the execution of the order and shall bear all costs and damages incurred by atech innovations gmbh in this connection, in particular all costs of legal prosecution, legal defense and/or an amicable settlement as well as any damages to be paid to the owner of the industrial property rights.

12.2 If the execution of the order becomes impossible for atech innovations gmbh in whole or in part due to conflicting industrial property rights of third parties, the customer shall not be liable to atech innovations gmbh for damages caused by the impossibility. Insofar as atech innovations gmbh has carried out the order, atech innovations gmbh shall retain the claim to payment in accordance with the agreed terms of payment even in the event of impossibility occurring at a later date.

13. Place of performance, place of jurisdiction and law

13.1 The place of performance for all mutual obligations arising from the contract shall be Gladbeck.

13.2 The place of jurisdiction shall be Gladbeck at the discretion of atech innovations gmbh if the contracting parties are merchants, legal entities under public law or special funds under public law.

13.3 The contractual relationship between atech innovations gmbh and the customer shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG) shall not apply.