

GENERAL TERMS AND CONDITIONS OF PURCHASE OF AIXTRON SE

(Revised: 5/24)

1. Scope of application; exclusion clause

- 1.1 These General Terms and Conditions of Purchase ("GTCP") apply to all contracts between AIXTRON SE ("we") and entrepreneurs within the meaning of section 14 German Civil Code (*BGB*), legal entities under public law or a special fund under public law ("Supplier") for the provision of goods and services by the Supplier (collectively "Delivery" or "Deliveries"), e.g. under service contracts, contracts for works and services or purchase contracts.
- 1.2 Our GTCP apply exclusively. We do not recognize any conflicting, deviating or supplementary terms and conditions of the Supplier unless we expressly agree to their validity in writing. If we do not respond, if we accept the Delivery or if we pay for it, these acts do not constitute recognition.
- 1.3 Unless otherwise agreed, the version of our GTCP valid at the time of our order will also apply as a framework agreement (section 305 (3) German Civil Code (*BGB*)) to any subsequent contracts as defined in clause 1.1 with the same Supplier without us having to refer to our GTCP again.

2. Entering into the contract; content of the contract; prices; payment terms

- 2.1 Only orders placed by us in written form (section 126 German Civil Code (*BGB*)) or orders automatically generated by SAP in text form (section 126b German Civil Code (*BGB*)) are binding. This does not exclude the transmission of orders by way of telecommunication.
- 2.2 We are bound by our orders for a maximum of 30 days unless our order provides for a longer commitment period.
- 2.3 The contract, including these GTCP, which form an integral part of the contract, fully reflects all agreements made between us and the Supplier on the subject matter of the contract. Any oral agreements entered into or commitments made by us before the contract was entered into are not binding and will be replaced in full by the contract, unless it is expressly stated in each case that they are to continue to apply in a binding manner.
- 2.4 The price stated in our order is binding. It includes all agreed shipping and transport services. Statutory value added tax will be added (where applicable).
- 2.5 Together with the Delivery, the Supplier must provide us with the drawings, calculations, parts lists, concepts and all other technical documents relating to the delivery item that correspond to the actual design. The documents must comply with applicable standards. It must be possible to

copy the documents and the Supplier must adapt them in the event of any subsequently agreed changes to the delivery item.

- 2.6 All order confirmations, delivery documents and invoices must also indicate our order number, the order date, our article number, unit prices, end prices, the article description, delivery quantity and delivery address.
- 2.7 Upon request, the Supplier must provide us free of charge with all evidence that we require to inspect the Delivery or required for use in Germany and abroad (e.g. test certificates, tool certificates, certificates of origin, supplier declarations).
- 2.8 If, the case of a regular delivery of a specific delivery item, the composition of the processed material or the constructive design has changed in comparison to previous deliveries in a way that is or could be significant for us, the Supplier must expressly inform us of this in writing without being requested to do so before accepting our order.
- 2.9 Payments will be made without deduction within 60 calendar days of receipt of the Delivery and receipt of the invoice or an equivalent payment schedule, provided it is issued in accordance with section 14 German Value Added Tax Act (*UStG*). If we pay within 14 calendar days, we are entitled to a 3 % discount on the net invoice amount. This also applies if we set off justified counterclaims. We do not owe any late payment interest (sections 352, 353 German Commercial Code).

3. Delivery; default in delivery

- 3.1 Unless otherwise agreed, DAP Incoterms (2020) applies to all domestic Deliveries or Deliveries within the European Union (to the delivery address specified in our order or, if an address is not specified, to: Dornkaulstr. 2, 52134 Herzogenrath). DDP Incoterms (2020) apply to all other Deliveries. Title to the delivery items will be transferred to us unconditionally and irrespective of our payment of the purchase price. We object to any extended retention of title by the Supplier.
- 3.2 The delivery date/delivery period stated in our order or otherwise resulting from these GTCP or from the contract (in each case: "Delivery Date") is binding. The Supplier will inform us without undue delay in writing as soon as it can foresee that it will not be able to meet a Delivery Date, how long the presumed delay will last and what specific reason there is for the delay.
- 3.3 Early Deliveries and/or partial Deliveries may only be made with our prior written consent.
- 3.4 Each Delivery must be accompanied by shipping documents and/or delivery notes indicating the contents, our order number and our other order references/codes. Dispatch notes with the same information must be sent to us at the latest when the order is shipped.
- 3.5 If the Supplier is in default, in addition to further statutory claims and performance, we are also entitled to liquidated damages for our losses incurred as a result of default in the amount of 1 % of the net price of the delayed part of the Delivery per calendar week commenced, but in total not more than 5 % of the net price of the delayed part of the Delivery. We reserve the right to prove

that the actual loss incurred was higher, and the Supplier reserves the right to prove that we did not suffer a loss or that our loss was significantly lower.

4. Prohibition on assignment; right of retention; no subcontractors

- 4.1 The Supplier is not entitled to assign its claims against us under the contractual relationship to third parties; section 354a German Commercial Code (*HGB*) remains unaffected.
- 4.2 The Supplier is only entitled to assert a right of retention and to set-off if the counterclaim in question is undisputed or has been declared final and absolute.
- 4.3 The Supplier may not use third parties (e.g. subcontractors) to provide the Deliveries without our prior written consent.

5. Reservation of rights; confidentiality; infringement of third-party property rights

- 5.1 We reserve all property rights, copyrights and industrial property rights to all documents, materials and other items provided by us (essentially our order documents, plans, drawings, illustrations, calculations, product descriptions/specifications, manuals, samples, models and other physical and/or electronic items (such as keys or key cards), documents, information and items), including Items Provided by us (see clause 7). The Supplier is prohibited from carrying out reverse engineering.
- 5.2 The Supplier may not make the aforementioned items or their content available or disclose them to third parties or its own employees who are not involved, nor may it exploit, reproduce, or modify them. It must treat them as confidential and use them solely for the contractual purposes and must return them to us in full after the contract ends or at our request and destroy/erase any copies (including electronic copies), unless they are required for compliance with statutory retention obligations or for performance of the contract.
- 5.3 All business information or technical information, in particular findings, designs and documents ("Information") made available by us or in the form of product samples or material samples or otherwise received from us, as long as and to the extent that it was not demonstrably known to the Supplier prior to receipt or becomes otherwise known independently of this or is publicly known after receipt, must be kept secret from third parties and the Supplier may only disclose it to those persons who must necessarily be involved for the purpose of Delivery to us and who are demonstrably also required to maintain confidentiality accordingly. Disclosure obligations based on law, official orders and court orders remain unaffected.
- 5.4 The Supplier is aware that its Deliveries will be incorporated/integrated by us into end products that can be sold worldwide. It guarantees that its Deliveries do not infringe the property rights of third parties worldwide.
- 5.5 The Supplier is required to indemnify us against all claims asserted by third parties against us due to an infringement of property rights as referred to in clause 5.4 and reimburse us for all

necessary expenses in connection with the claim. The Supplier must satisfy this indemnification obligation on our first request.

6. Special conditions for purchase contracts, contracts for work and materials (*Werklieferungsverträge*) and contracts for work and services (*Werkverträge*)

- 6.1 The Supplier guarantees that its Deliveries comply with the statutory provisions, the state of the art, the agreed specifications and the requirements set out in any quality assurance agreement.
- 6.2 The statutory provisions and, in addition, the following provisions apply to our rights in the event of material defects or defects of title in the Delivery and in the event of other breaches of duty by the Supplier.
- 6.3 If the Supplier does not begin to remedy the defect without undue delay within a time limit set by us, we may remedy the defect ourselves or have it remedied by a third party at the Supplier's expense. If due to a particular level of urgency, we are not able to inform the Supplier of the defect and the impending damage and to set a deadline, in particular to prevent acute danger and/or substantial damage, we will be entitled to remedy the defect ourselves without setting a deadline.
- 6.4 If the Supplier delivers goods to us under a purchase contract or a contract for work and materials, the statutory provisions and the provisions in this subsection apply to our commercial obligation to inspect and to report defects. Insofar there is an obligation to inspect under law or under a separate agreement, it is limited to defects which become apparent during our superficial examination in the incoming goods inspection, including the delivery documents (e.g. transport damage, incorrect deliveries and short deliveries). There is no obligation to inspect the goods first if it has been agreed that an acceptance procedure will be carried out. Our obligation to report defects discovered later remains unaffected. For obvious defects, our report is deemed to be without undue delay if we send it within fourteen (14) calendar days from receipt of the goods; if the defect is discovered later, the period is fourteen (14) calendar days from when the defect is discovered.
- 6.5 In the event of defective Delivery, we always have the option of choosing subsequent performance.
- 6.6 The limitation period for contractual claims for defects is three (3) years from Delivery (for purchase contracts and contracts for work and materials) or acceptance (for contracts for work and services). In all other respects, the limitation period is governed by the statutory provisions.
- 6.7 The Supplier is required to keep spare parts for the products delivered to us for a period of at least three years after Delivery in the amount customary in the branch. If the Supplier intends to discontinue production of spare parts for products delivered to us, it must inform us of this without undue delay, but no later than six months before the planned discontinuation, and give us the opportunity to place a final order.

7. Items Provided

The Supplier will store for us free of charge all items that we provide to the Supplier (e.g. finished and semi-finished products, raw materials, tools, software) ("Items Provided") and inform us without undue delay if they are lost or damaged. We are entitled to inspect the Items Provided by making random inspections. The Supplier must mark the Items Provided as our property, handle them with care and insure them at its own cost against fire and water damage, theft and other loss or damage at their replacement value. If maintenance, servicing, inspection or similar work is required on (defect-free) Items Provided while they are being stored, the Supplier must carry this out or have it carried out in a timely and professional manner, unless otherwise agreed in individual cases.

8. Export control

- 8.1 The Supplier must comply with all national, EU and international export control regulations applicable in connection with supplying to us.
- 8.2 The Supplier must notify us in writing if the (re-)export of goods or services, including the provision or transfer of data, is prohibited, restricted and/or requires approval under the applicable export control regulations of the Federal Republic of Germany, the European Union, the USA (US (re-)export law) or the country of manufacture. In this case, it must inform us without undue delay of the extent of the restrictions, permits/approvals required and prohibitions.

9. Compliance; security incidents

- 9.1 The Supplier is required to comply with the relevant statutory provisions in connection with supplying to us. This applies in particular to anti-corruption laws, money laundering laws, antitrust regulations, labor laws, environmental protection regulations, and compliance with human rights and environmental due diligence obligations under the German Supply Chain Due Diligence Act (*LkSG*).
- 9.2 In addition, the Supplier recognizes the Supplier Code of Conduct of AIXTRON SE in the version valid at the time the contract is entered into, which is available under <https://www.aixtron.com/en/suppliercoc> or will be sent to the Supplier on request, and the Supplier assures that it has introduced and implemented the principles of responsible corporate behavior set out therein in its company. The Supplier is required to impose the same obligations on any subcontractors used within the scope of the contractual services. In the event of contradictions between the Supplier Code of Conduct and the provisions of these GTCP, the latter will take precedence.
- 9.3 The Supplier will ensure that the products supplied by it comply with all relevant requirements for placing products on the market in the European Union and in the European Economic Area. On request it must prove that it conforms with the requirements by providing corresponding documentation.

9.4 The Supplier is required to notify us without undue delay (at the latest by the next working day after becoming aware of the incident) of any information security incident where our data or information may be affected. An information security incident is a situation in which the confidentiality, integrity or availability of our information assets is compromised. These include cyber-attacks, the disclosure of confidential information, the loss of paper documents, the loss of user devices, the loss of keys or key cards and unauthorized access to our premises.

10. Miscellaneous

- 10.1 The place of performance for all Deliveries is the delivery address stated in our order or, if an address is not expressly stated, Dornkaulstr. 2, 52134 Herzogenrath.
- 10.2 The business relationships between us and the Supplier are governed exclusively by the law of the Federal Republic of Germany.
- 10.3 If the Supplier is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes between us and the Supplier arising from the business relationship is Herzogenrath.
- 10.4 If individual provisions of the contract are or become void or invalid in whole or in part, this will not affect the validity of the other provisions. In this case, the parties will agree on valid provisions that come as close as possible to the economic purpose of the invalid provisions.