

General Terms and Conditions of Purchasing

A. General Provisions

- Our business relationship with the Supplier, in particular with regard to the purchasing of Goods and/or the commissioning of works and services ("Performances"), is governed exclusively by these Terms and Conditions of Purchasing. The confirmation or execution of the order constitutes acceptance of these Terms and Conditions of Purchasing. This also applies if the Supplier states that it only wishes to deliver on its own terms. Other conditions and deviations from these Terms and Conditions of Purchasing are only effective with our written consent. "Goods" means all Goods described in the purchase order, including but not limited to products, parts, materials or components and any deliverables resulting from a Performance. "Performances" means all the Performances described in the order and all the tasks and activities necessary for the provision of the Performances.
- If special terms and conditions deviating from these Terms and Conditions of Purchasing are agreed in writing for specific orders, these Terms and Conditions of Purchasing are subordinate and supplementary.
- Unless agreed otherwise, our Terms and Conditions of Purchasing in the version valid at the time of our order also apply as a framework agreement (Sec. 305 (3) BGB [German civil code]) to subsequent contracts within the meaning of para. (1) with the same Supplier without us having to refer to our Terms and Conditions of Purchasing again.

B. Order, order confirmation and preparation of offer

- Orders must be in writing. Verbal agreements are only legally effective if they are confirmed in writing. Orders must be confirmed by the Supplier without delay, but at the latest within 10 working days, stating the order number, price, discount, Delivery Date and delivery conditions.
- Legally relevant declarations and notifications by the Supplier after the contract has been concluded (e.g. setting of deadlines, reminders, declarations of rescission) must be made in writing in order to be effective.
- Unless otherwise stated, a simple email without signature (text form) also suffices as written form under these Terms and Conditions of Purchasing. Mandatory statutory form requirements remain unaffected.

C. Prices

- Agreed prices are fixed prices and apply until the completion of the order. Subsequent increases, for whatever reason, are excluded. In particular, non-agreed surcharges for import duties and other customs duties and charges are excluded.
- Agreed prices are free domicile and include ancillary, packaging and freight costs.

D. Delivery and contractual penalty

- All deliveries are subject to "DDP Incoterms (2020)" (referring to the delivery address specified in our order or, if no such address is specified, our respective ordering location), unless otherwise agreed.
- The prescribed Delivery or Performance Dates and deadlines must be strictly adhered to. "Delivery Date" means the arrival of the Goods at the place of fulfilment. "Performance Date" means the completion of the Performance at the Place of Performance ("Place of Performance"). Early (partial) deliveries require our consent.
- If it becomes apparent that Delivery or Performance Dates cannot be met, the Supplier must inform us immediately in detail in writing. This does not affect our rights in any way. In the event of a delay in the Delivery or Performance Date, the Supplier undertakes to pay a contractual penalty of 1% for each full week of delay, but not more than 5% in total, in each case based on the price of the delayed delivery or Performance. We may reserve the right to assert the forfeited contractual penalty until the final payment. We also reserve the right to prove higher damages. The Supplier reserves the right to prove that we have not suffered any damages at all or only significantly lower damages.

E. Shipping instructions, shipping notices and packaging

- The shipping documents must bear the reference numbers prescribed by us. Immediately after dispatch, we must be sent 2 copies of the shipping notice, which must contain the exact designation, the quantity, the weight (gross and net), the type and the packaging of the Goods. If the required shipping documents for a delivery are not delivered on time or if the above information is missing from the shipping documents and shipping notices, the Goods will be stored at the Supplier's expense and risk until the arrival of the shipping documents or the complete information.

- All Goods must be packed and shipped appropriately. In the event of justified charging of packaging costs (cf. C para. (2)), the amount charged for this must be credited to us on return of the packaging material.

F. Assumption of risk, cooperation by us

The risk of accidental loss or accidental deterioration remains with the Supplier until delivery of the Goods; in the case of a Performance subject to acceptance, it remains with the Supplier until acceptance by us. If the Supplier fails to properly fulfil the obligations incumbent upon it under the contract in connection with the transport (e.g. unloading of the delivery item), it must reimburse us for the costs incurred. There is no premature transfer of risk even if we assist in the fulfilment of the actions incumbent on the Supplier; we are only responsible for gross negligence and intent.

G. Receipt, acceptance and inspection of the Goods

Cases of force majeure, strikes and lockouts entitle us to postpone acceptance of the Goods or Performance accordingly. If acceptance is planned, this will be carried out in the normal course of business immediately after receipt or commissioning, provided that the delivery and/or Performance is in accordance with the contract. In the event of excess deliveries which exceed the customary quantity, we reserve the right to return the excess Goods at the Supplier's expense. Any inspection obligations on our part are limited to the immediate inspection of the Goods to determine whether they correspond to the ordered quantity and type and whether there is any externally recognisable transport damage or externally recognisable defects and, otherwise to what should be done in the ordinary course of business, taking into account the circumstances of the individual case (e.g. any quality control by sampling which is appropriate in terms of type and scope). However, if and insofar as acceptance has been agreed, there is no inspection obligation. If we are obligated to give notice of defects without undue delay, hidden defects may be notified within eight (8) working days, other defects within four (4) working days after discovery.

H. Provision of Performances

- If the Supplier is obligated to provide Performances, its obligations include, inter alia, (i) to regularly consult with us on the suitability of the Performance it is to provide, (ii) to cooperate in any Performance reviews carried out by us, and (iii) to implement the recommendations and instructions issued by us with regard to the nature and scope of the Performance.
- The Supplier must inspect the agreed Place of Performance in good time before the date of Performance and inform us as soon as possible of the suitability of the Place of Performance for the provision of the Performance. If the inspection reveals that the Place of Performance is unsuitable for the provision of the Performance, the Supplier must explain the reasons for the unsuitability to us in writing as soon as possible, but in any case before the agreed date of Performance. If the Supplier fails to inspect the Place of Performance, the Place of Performance is deemed to have been approved by the Supplier.
- The Supplier will use suitable personnel with appropriate experience for the provision of the Performances. The Supplier will make reasonable efforts to minimise changes in the personnel used for the provision of the Performances. The Supplier bears sole responsibility for its personnel, including its employees, managers, subcontractors, suppliers, consultants and other agents who perform or are engaged to perform activities in connection with the Contract (collectively "Supplier's Personnel"). In particular, the Supplier arranges at its own expense all necessary permits and authorisations required for the presence of the Supplier's Personnel at the Place of Performance and the work there.
- The Supplier warrants compliance with all applicable labour law provisions, in particular the Mindestlohngesetz [German minimum wage act], the Arbeitnehmerentsendegesetz [German employee posting act] and the Arbeitsschutzgesetz [German occupational health and safety act]. The Supplier further affirms that it is responsible for the payment of remuneration and, if applicable, for the payment of pension, workers' compensation and unemployment insurance as well as taxes incurred for the Supplier's Personnel as employees of the Supplier.

I. Payment

- Invoices are payable without deduction within 30 calendar days of (i) complete delivery and Performance (and any agreed acceptance) and (ii) receipt of a proper invoice. If we pay within 14 calendar days, we are entitled to a discount of 3% on the net amount of the invoice. The date of receipt of the invoice is deemed to be the date of the receipt stamp of the address stated in the order letter. Late payments caused by incorrect delivery documents or incomplete invoice details nevertheless entitle us to deduct a discount.

2. Payment is made in cash, by bank transfer, cheque or bill of exchange, for which discount charges and taxes are borne by us. We are only in default after a reminder and do not owe default interest. Any advance and interim payments do not constitute recognition of the contractual conformity of the Performance.
- J. Protective provisions**
- The Supplier undertakes to comply with the recognised rules of technology and, in particular, the regulations and guidelines issued by the legislator, the supervisory authorities, the employers' liability insurance associations, the VDI and the VDE with regard to execution, accident prevention and environmental protection.
- K. Warranty**
1. The statutory provisions apply without restriction to our rights in the event of material defects and defects of title in the Goods and/or Performance (including incorrect/short delivery, faulty assembly or similar services and faulty instructions) and in the event of other breaches of duty by the Supplier, unless otherwise stipulated in these Terms and Conditions of Purchasing.
 2. In any case, we have the right to choose between rectification of the defect and new delivery. If the Supplier is in default with subsequent Performance, we are also entitled to remedy the defects ourselves (or have them remedied) and to demand reimbursement of the expenses required for this or a corresponding advance payment from the Supplier in each case. If subsequent Performance by the Supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), no deadline, including a renewed one, needs be set. Rectification is deemed to have failed if the first attempt at rectification was unsuccessful.
- L. Liability; limitation period**
1. The Supplier indemnifies us against claims for damages by third parties which are asserted against us on account of a product delivered or a Performance provided by the Supplier which is defective. This obligation to indemnify does not apply if the Supplier is not responsible for the breach of duty resulting in the indemnification. The obligation to indemnify applies to the Supplier at our first request. The Supplier is otherwise liable in accordance with the statutory provisions, again without limitation.
 2. The limitation period for our claims and also those of the Supplier is in each case governed by the statutory provisions, subject to the provisions in this paragraph. Notwithstanding Sec. 438 (1.3) BGB, the general limitation period for contractual claims based on material defects and defects of title is three (3) years from delivery within the meaning of Sec. 438 (2) BGB and (equivalent) Sec. 377 (1) HGB [German commercial code]. If the Supplier provides partial Performances, delivery is only deemed to have taken place upon completion of the last partial Performance. If the Supplier owes further Performances in addition to the delivery, such as in particular the assembly or a similar service (e.g. fitting, installation, commissioning, set-up, adjustment, trial run and/or instruction in use), delivery is deemed to have taken place only upon completion of these further Performances. Insofar as acceptance has been agreed, the limitation period only commences once acceptance has taken place.
- M. Product and producer liability; product warnings and recalls; information obligation in the case of product safety measures; insurance obligation**
1. If a claim is made against us by a third party by way of product and/or producer liability due to personal injury or damage to property and if this damage is attributable to the defective Goods of the Supplier, the Supplier, insofar as it is itself liable in the external relationship, must indemnify us against these claims. The obligation to indemnify applies to the Supplier at our first request.
 2. If we are obligated to carry out a product warning or a recall due to the defectiveness of a product of the Supplier and the danger to persons and/or property arising therefrom, the Supplier must also bear the costs of the product warning or recall as part of its obligation to indemnify under para. (1). Further legal claims on our part and the Supplier's own statutory product warning and recall obligations remain unaffected. We will inform the Supplier immediately of any imminent product warning or recall measures, insofar as this is possible and reasonable, and give the Supplier the opportunity to comment.
 3. If official measures are taken by or against the Supplier which affect Goods delivered to us or ordered by us (in particular measures under product safety law, such as a recall order or preliminary measures), or if the Supplier is considering such measures of its own (in particular a report to a market surveillance authority or a recall), it must inform us in writing without delay in each case. The same applies if the Supplier learns of such measures by or against its supplier(s) which affect components of the Goods delivered to us or ordered by us.
4. The Supplier is obligated to maintain product liability insurance at its own expense with coverage of at least EUR 10 million for each case of personal injury or property damage. The Supplier must provide us with evidence of the existence and coverage of the insurance at our request.
- N. Industrial property rights**
1. The Supplier warrants that the Goods delivered and Performances rendered are free from third party intellectual property rights in countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the USA, Canada or other countries in which the Supplier manufactures the Goods or has them manufactured or provides the Performance.
 2. In the event of an infringement of industrial property rights, the Supplier must indemnify us against all claims made against us by third parties as a result of an infringement of industrial property rights referred to in para. (1) and reimburse us for all necessary expenses in connection with this claim. The obligation to indemnify applies to the Supplier at our first request. In this case, we are also entitled to obtain the necessary permission for delivery, commissioning, use, resale, etc. of the Goods and/or Performances from the owner of such property rights at the Supplier's expense. However, claims arising from this para. (2) do not apply if the Supplier proves that it is neither responsible for the infringement of property rights nor should have been aware of the infringement at the time of delivery or Performance if it had exercised due diligence.
- O. Confidentiality, tools, models, drawings and other documents**
1. We reserve all property rights, copyrights and industrial property rights to all documents, materials and other objects (essentially our order documents, plans, drawings, illustrations, calculations, product descriptions/specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects) provided by us to the Supplier. Unless special agreements have been made, tools, models, drawings and other documents, including any copies made, must be returned with the final delivery.
 2. Acceptance or approval of drawings and samples submitted by the Supplier does not affect the sole responsibility of the Supplier.
 3. The Supplier may not make the items referred to in para. (1) or their contents accessible to or communicate them to third parties or its own, non-involved employees, nor may it exploit, reproduce or modify them. It must treat them confidentially, use them exclusively for the contractual purposes and return them to us in full at our request and destroy/delete any copies (including electronic copies) unless they are required in accordance with statutory retention obligations or for the Performance of the contract.
- P. Offsetting, transfer of ownership**
- The Supplier may only offset our claims against undisputed or legally established claims.
- Q. Assignment, pledging**
- Claims arising from this order may only be assigned, pledged or otherwise disposed of to third parties by mutual consent. Our consent to the assignment of claims is deemed to have been granted if the Supplier has granted its subcontractor an extended reservation of title in the ordinary course of business.
- R. Use of subcontractors; sourcing of supplies etc.**
1. The Supplier is not entitled to have its Performances owed to us rendered by third parties (e.g. subcontractors) without our prior written consent.
 2. The Supplier is fully responsible for sourcing the supplies and Performances required for the Goods or services, even if the Supplier is not at fault (full assumption of the procurement risk). The Supplier is liable for the supplies and performances procured by it as if they were its own Goods/Performances; this applies in particular with regard to defects. The providers of the supplies/performances are vicarious agents of the Supplier.
- S. Applicable law and place of jurisdiction**
1. These Terms and Conditions of Purchasing and the contractual relationship between us and the Supplier are subject to German law. The applicability of the UN Convention on Contracts for the International Sale of Goods is, however, expressly excluded.
 2. The exclusive, including international, place of jurisdiction for all disputes arising directly or indirectly from these Terms and Conditions of Purchasing or the contractual relationship between us and the Supplier or in connection therewith is Gießen.
 3. Should individual provisions of these Terms and Conditions of Purchasing be or become invalid, the validity of all other provisions remains unaffected.