

# Terms and Conditions of Purchase

## 1 Scope of Application, Contract Conclusion, Amendments

### 1.1

All our purchase orders will be governed exclusively by the Terms and Conditions of Purchase below, even insofar as no explicit reference will be made to such later, during ongoing business relations. We hereby reject any amendments of these Terms and Conditions of Purchase, in particular deviating or supplementary terms and conditions of the contractor that are included in order confirmations. Any lack of reaction on our part to order confirmations referring to deviating terms and conditions shall not be deemed as an agreement with such. Such terms and conditions shall not apply to us, even if we perform the contract. The contractor rather accepts these Terms and Conditions of Purchase when they perform the contract. We will deem any amendments of our Terms and Conditions of Purchase contained in an order confirmation as a rejection of our purchase order. Para. 1.2 sentence 3 shall apply, mutatis mutandis. If the delivery is still made, that shall be deemed as a consent to our Terms and Conditions of Purchase.

### 1.2

Our written purchase order shall be decisive for the conclusion of the contract and the contents of the contract; any purchase orders placed orally will only take effect after our written confirmation. We must be informed explicitly and clearly about any deviations from our purchase order. If we do not receive the confirmation within eight working days, we reserve the right to cancel the purchase order, free of charge.

### 1.3

We may request changes of the deliverable in terms of construction and design, unless such changes are unreasonable for the contractor. Mutually satisfactory agreements shall be concluded concerning the consequences of the changes, in particular regarding extra or reduced costs as well as delivery or performance periods; if no agreement can be achieved, an adequate amendment of the contract shall be deemed agreed.

## 2 Delivery; Delivery and Service Periods

### 2.1

Deliveries will be made DDP at the specified place of delivery.

### 2.2

The delivery or service periods specified in our purchase orders or otherwise agreed shall be binding and are deemed the times of receipt of the delivery / completion of the service.

### 2.3

Foreseeable delays must be notified to us immediately. The contractor's obligation to comply with the originally agreed delivery and service periods shall remain unaffected.

## 3 Transfer of Risk

In case of purchase contracts, the risk will only be transferred to us upon receipt of the goods and for contracts for work, after an explicit acceptance.

## 4 Prices

The agreed prices are fixed prices.

## 5 Invoicing, Payment

### 5.1

Invoices must not be enclosed with the shipment.

### 5.2

Payments will be made according to the payment terms agreed in advance. The payment term commences upon receipt of the invoice, however not earlier than upon receipt of the delivery or acceptance of the service or when a special event occurs which was agreed as triggering the payment.

### 5.3

In case of notices of defects, we shall be authorised to postpone the payment of the invoice in an adequate amount until a full clarification of the matter and to still deduct the discount after this period.

### 5.4

Any advance payments / pre-payments to be made by us shall be secured by the contractor in form of directly enforceable, unlimited bank guarantees. The guarantee must be governed by German law. The guarantee shall be returned or its amount shall be reduced, as soon as and insofar as we have obtained an increase in value or ownership by the deliveries or services made by the contractor, unless otherwise agreed.

## 6 Quality

### 6.1

Deliveries and services of the contractor must be of the agreed quality. Insofar as no agreement on quality was made, they must be suitable for the use presumed according to the contract, however at least for the customary use and must be of a quality which is customary for deliveries and services of the same type and which we can expect according to the type of the deliveries and services. Deliveries and services of the contractor must comply at least with the state of the art and all applicable standards and provisions prevailing at the time of the purchase order, unless otherwise agreed.

### 6.2

The contractor shall verify for completeness, correctness and suitability for the intended purpose our plans, drawings, and other information, and any materials, components, etc. delivered or specified by us as well as any services of other suppliers, insofar as they affect them. If that raises any concerns, the contractor shall immediately inform us of such, in writing. If they fail to do so, we shall be entitled to claims for defects also insofar; any claims for damages for other reasons shall remain in full force and effect. Insofar as we release technical documents of the contractor in the course of the performance of the order, the contractor shall thereby not be released of their duty to provide a defect-free delivery and service.

## 7 Defects

### 7.1

Insofar as the deliveries or services are defective, we shall have all contractual and legal defect-related rights.

### 7.2

If we request a subsequent performance, we shall be authorised to select the type of subsequent performance, even in case of contracts for work. The costs required for the purpose of subsequent performance to be borne by the contractor also include the costs for deinstalling and installing the deliverable (including cost of work and handling) as well as any and all logistics, transport, and packaging costs.

### 7.3

If there is reason to believe that not all parts of a delivery are defective, we may request the contractor to sort out the defective parts, or may do that ourselves, at the contractor's expense. If it must be assumed, based on spot-checks, that all parts of a delivery are defective, our defect-related rights extend to the entire delivery, even if it is found subsequently that only parts of the delivery are defective. Our right to reject the acceptance of a partially defective delivery immediately shall remain in full force and effect (Sec. 266 of the BGB [German Civil Code]).

### 7.4

The period for performing inspections and lodging complaints (Sections 377, 381(2) of the HGB [German Commercial Code]) shall be 14 days from the delivery, or 14 days after discovery of the defect in cases of defects that cannot be recognised during the inspection. If a longer period is adequate in individual cases, such longer period shall apply. We shall be authorised to restrict ourselves to deviations in identity and quantities as well as easily recognisable defects during our incoming goods inspection.

## 8 Product Liability

If claims under product liability / manufacturer liability are asserted against us, the contractor shall indemnify us against any damage arising herefrom (including the costs of a necessary recall action), insofar as the error causing the liability is attributable to them or their pre-suppliers. The contractor will, insofar, waive any defence

of limitation, unless we may invoke the statute of limitation against the person asserting the claim.

## 9 Provision of Material

### 9.1

Any material or parts provided on our part shall remain our property and shall be stored separately by the contractor and shall only be used for our order. The contractor shall be liable for damage or loss, even if they are not at fault.

### 9.2

Any processing or transformation made by the contractor shall be deemed to be performed on our behalf. If the object provided by us is processed with other objects not owned by us, we will acquire a co-ownership in the new object, in proportion of the value of our object relative to the other processed objects at the time of processing.

### 9.3

If any object provided by us is combined with other objects not owned by us, we will acquire a co-ownership in the new object in proportion of the value of the object provided by us relative to the other combined objects at the time of combining. If the combination is made in a manner that the contractor's object is to be regarded as the main object, it shall be deemed agreed that the contractor will transfer to us a pro-rated co-ownership; the contractor will keep the co-ownership for us. The above regulations shall apply, mutatis mutandis, if the contractor mixes or blends the object provided by us with other objects.

### 9.4

The contractor will take out an insurance against material damage, loss, etc. for the objects to which we are entitled to sole ownership or co-ownership, including the new object which is the result of the processing.

## 10 Results, Ownership Rights, Rights of Use

### 10.1

If the contractor's scope of services includes research, development, constructions, drafts or similar services, the contractor shall be obliged to provide us with all results, in particular, construction and manufacturing drawings as well as documentations, user manuals, etc., each in electronic form or as hardcopy.

### 10.2

Software shall be delivered on customary data carriers in a machine-readable object program form, including usage documentation in electronic form and as hardcopy. If software is developed, the scope of services includes, additionally, the delivery of the software on customary data carriers in a machine-readable source program form and of the documentation of the program development in electronic form and as hardcopy; that shall also apply to subsequent changes or updates.

### 10.3

All objects, in particular, models, forms, tools, equipment, samples, drawings, plans, and documents of all types which were provided to the contractor, shall remain our property. The contractor shall keep such objects in confidence and shall return them at our request, at any time, free of charge. The contractor must neither provide such objects to third parties for inspection, nor make them accessible in any other way, nor must they reproduce them or use them for their own purposes.

### 10.4

The same shall apply to forms, tools, equipment, and similar aids for manufacturing the deliverable which are manufactured according to such documents or which are produced, in full or in part, at our expense. No changes must be made to such, unless we have given our written consent. It shall be deemed agreed that the above objects will become our property (upon payment of a consideration, insofar as such was agreed) and that such objects will be properly kept for us, free of charge. If we paid for the above-mentioned objects prior to their completion, we will even receive the ownership to the semi-finished product according to the above regulation.

### 10.5

The contractor undertakes to take out an insurance against property damage, loss, etc. for the objects we own as mentioned in the paragraphs 10.3 and 10.4.

### 10.6

We shall have the exclusive right, unrestricted as to time and space, to use the results or the software in any and all ways, in the cases mentioned in para. 10.1 and for software developed for us pursuant to para. 10.2. We shall be authorised to register property rights, insofar as applicable; the contractor shall be obliged to provide us with all information necessary for the registration.

### 10.7

If improvements relating to the deliverable or the contractual service arise at the contractor, we shall have a non-exclusive right of use, free of charge, to commercially use the improvement and any potential property rights to such.

## 11 Confidentiality

The contractor shall be obliged to keep in confidence, even beyond the business relations, the information made accessible to them, as well as any knowledge about us, which they obtain in the context of the business relation, and to not use them personally in any other way than what is necessary for the business relationship. The same shall apply to the results mentioned in para. 10.1 and to the software developed for us pursuant to para. 10.2.

## 12 Lasting Delivery Obligation

### 12.1

The contractor shall be obliged to deliver the deliverable as spare part for a period of 10 years after the expiry of the series delivery agreement. In order to ensure this obligation, the contractor will hold, carefully keep and store as well as insure the moulds, tools, equipment, and similar aids necessary for manufacturing the deliverable during such period.

### 12.2

Sub-suppliers shall be committed, mutatis mutandis.

## 13 Legal specifications

The Supplier undertakes to comply with the legal specifications (especially REACH Regulation (EC) No 1907/2006, Directive 2011/65/EU (RoHS) with Directive 2015/863/EU and 3TG conflict materials compliance) in regard to all goods, including packaging, delivered to us. If the delivered parts do not meet the legal requirements, the Supplier is - without being asked - obliged to provide information as to which legal specifications are not complied with.

## 14 Place of Fulfilment, Place of Jurisdiction, and Applicable Law

### 14.1

Place of fulfilment for the deliveries and services of the contractor shall be the place to which the deliverable shall be delivered according to the order and where the work service is to be rendered pursuant to the contract. Place of fulfilment shall be at our registered office in 36364 Bad Salzschlirf, Germany, if nothing was agreed or if our services are affected.

### 14.2

Insofar as the contractor is a merchant or has no general place of jurisdiction in the Federal Republic of Germany, the national courts competent for our registered office in 36364 Bad Salzschlirf, Germany, shall be agreed exclusively as place of jurisdiction. We shall, however, also be entitled to sue at any other legal venue.

### 14.3

The contractual relationship shall exclusively be governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on contracts for the international sale of goods shall be excluded.