



# **General Terms of Purchase for Products and Services of TEDOM SCHNELL GmbH**

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## 1. General Provisions

- 1.1 These General Terms of Purchase of TEDOM SCHNELL GmbH (henceforth "General Terms of Purchase") form an integral part of the contracts concerning products and services between the goods supplier or service provider (henceforth "Contractor") and TEDOM SCHNELL GmbH. Wherever the Contractor has acknowledged the General Terms of Purchase, they shall apply to future contracts with the Contractor.
- 1.2 We are not bound by terms and conditions of the Contractor that contradict or depart from our General Terms of Purchase except where we have expressly consented to them in writing. Accepting or paying for the Contractor's goods or services does not constitute consent even if we do so in full knowledge that the Contractor's terms and conditions contradict or depart from our own.

## 2. Formation of Contract and Contract Modifications

- 2.1 Purchase orders, contract conclusions and call-off orders – as well as any additions or modifications to them – must be made in written form. Oral agreements are only valid if we confirm them in writing. Fax, email and remote data transfer fulfill the written-form requirement.
- 2.2 A legally valid and binding contract is formed by (a.) the written purchase order that we send to the Contractor and (b.) the Contractor's express written acceptance (order confirmation), which we must receive within ten days of the purchase order date or (c.) the Contractor starting to provide the product or service.
- 2.3 Every Contractor order confirmation that differs from our purchase order constitutes a new offer that requires our written acceptance.
- 2.4 We may request the Contractor to modify the products and services at any time even if the Contractor has confirmed the purchase order. In this case, the Contractor will immediately notify us of the impacts of our change request, including, without limitation, with regard to the delivery deadline and cost increases or decreases, and the parties will agree to an appropriate contract modification if necessary.

## 3. Delivery, Delivery Delay, Changes to Products and Services

- 3.1 The Contractor shall comply with the stipulated deadlines for the products and services. For a goods delivery to be timely, the non-defective goods must be delivered to us with the requisite shipping papers at the location indicated in the purchase order (henceforth "Destination") by the delivery deadline during normal business hours. For a goods delivery involving assembly or customer service to be timely, the service must be properly performed, and the non-defective goods handed over to us by the deadline. If acceptance is required by law or contract, the acceptance must be performed by the deadline for the delivery to be timely. Early or partial deliveries of products or services require our prior written consent.
- 3.2 The Contractor will incur liquidated damages of 1% of the contract price for every whole or partial week for which a product or service is delayed past the delivery deadline, but no more than 5% of the contract price in total. We retain the right to claim further damages. However, any liquidated damages owed by the Contractor will be applied toward claimed damages.
- 3.3 The Contractor must immediately notify us in writing if the Contractor realizes that it cannot meet its contractual obligations in whole, in part or on time, providing the reasons for the delay and its expected duration. Unconditional acceptance of the late delivery of a product or service does not constitute a waiver of the rights or remedies that we may have due to the late delivery.
- 3.4 Changes to the product or service require our prior written authorization. The Contractor shall request any documents or any other agreed-upon form of cooperation that it may require from us to perform the contract.

#### 4. Quality, Public Regulations

- 4.1 The Contractor shall follow recognized and generally accepted good engineering practices and all applicable safety regulations with regard to its products and services. The Contractor shall maintain or develop a quality management system based on a recognized QM system and present evidence thereof to us on request. We may, whether directly or through our third-party agents, inspect the Contractor's quality assurance system by prior arrangement.
- 4.2 The Contractor shall package and label hazardous substances and formulations in accordance with applicable national and international regulations and ship them with safety data sheets. The Contractor shall discharge all the obligations of the supplier (as defined in Article 3 (32) EC Regulation 1907/2006/EC (henceforth "REACH Regulation")) with regard to the delivery of goods under the REACH Regulation, including, without limitation, timely pre-registration and registration. The Contractor shall provide us with a safety data sheet per REACH Regulation Article 31 in the receiving country's language in all the situations described in REACH Regulation Article 31 (1 to 3).
- 4.3 Furthermore, the Contractor shall comply with all environmental laws and regulations in the course of fulfilling its contractual obligations.
- 4.4 If providing the Contractor's product or service produces waste as defined by waste law, the Contractor shall – absent an express written agreement to the contrary – recycle or dispose of this waste at its own expense in accordance with all applicable waste laws and regulations.

#### 5. Pricing, Transfer of Risk, Payment Terms

- 5.1 Absent any special agreements to the contrary, prices include packaging and delivery to the indicated Destination but exclude any value-added tax required by law.
- 5.2 The Contractor bears the risk of accidental loss, destruction or deterioration until we or our agent accept(s) the product or service at the place named in the order as the place of delivery of the product or place of performance of the service. We will notify the Contractor of obvious defects within (10) days of delivery wherever we have a commercial duty to inspect deliveries and communicate defects under German Commercial Code [HGB] § 377.
- 5.3 A verifiable invoice must be issued in [singlicate] for each purchase order and must contain all the information required under German law. The invoice must contain our complete order number, the order date, the ordering party's name and our part numbers. The invoice must be sent to us by regular mail or fax and must include proof of performance and other forms of documentary evidence.
- 5.4 Absent any special agreements to the contrary, the invoice will be paid either within 14 days with a 3% prompt payment discount or within 30 days without discount from the due date and receipt of not only the invoice but also the goods or performance of the service. Payment is made subject to invoice verification. We will only make installment payments if they have been contractually agreed upon and all the criteria have been met for the payments to become due.

#### 6. Claims for Defects and Liability

- 6.1 Unless otherwise agreed below, the laws concerning defects of quality and title shall apply.
- 6.2 If the product or service is defective, the Contractor must first be given an opportunity to remedy the defect, i.e. to repair the defective product or service or, at our option, to replace it with a new item (replacement item). In either case, the Contractor shall pay for all the costs that the Contractor and we incur in this context, e.g. shipping costs, travel expenses, labor and material costs, or costs for receiving inspections that exceed the customary scope. The foregoing also applies to any removal or installation costs.
- 6.3 If the remedy fails, is unduly burdensome for us or if the Contractor fails to start remedying the defect immediately, we may rescind the contract without setting another deadline and return the

goods at the Contractor's risk and expense. In these and other urgent cases, especially in order to avert acute danger or avoid major damage, we may also remedy the defect ourselves or have it remedied by third parties at the Contractor's expense.

- 6.4 The limitation period for claims for defects expires thirty-six (36) months from product or service delivery (transfer of risk) unless a longer statutory period applies. If the Contractor fulfills its remedy obligation by delivering a new item, the limitation period will reset and restart for the replacement item once it has been delivered. A waiver of claims for defects is only effective if we state it explicitly in writing.
- 6.5 In cases of defects of title, including, without limitation, infringement of patents, copyrights or other intellectual property rights held by third parties, the Contractor shall also hold us harmless from any third-party claims attributable to a culpable breach of a duty on the part of the Contractor.
- 6.6 The Contractor's liability in all other regards shall be governed by the applicable laws. The Contractor shall, at its expense, maintain adequate liability insurance coverage for any damages attributable to the Contractor and its agents and servants for whom the Contractor is vicariously liable under contract and tort law. The coverage limit per loss occurrence must be proven to us on request. The Contractor's contractual and legal liability is not affected by the scope and limit of the Contractor's insurance coverage.

## 7. Rights of Rescission and Termination

- 7.1 In addition to the statutory rights of rescission, we may also rescind the contract if the Contractor's financial condition deteriorates considerably or threatens to deteriorate considerably and such deterioration would jeopardize the fulfillment of a delivery and service obligation to us. We may also rescind the contract if (a) the Contractor becomes insolvent, (b) the Contractor suspends its payments, (c) the Contractor faces imminent insolvency pursuant to German Bankruptcy Code [InsO] § 18 or the Contractor's overindebtedness becomes imminent, (d) the Contractor files a petition for bankruptcy or similar debt settlement proceedings or (e) if the Contractor's bankruptcy petition is rejected for lack of assets.
- 7.2 If we rescind or terminate the contract based on the above contractual rights of rescission and termination, the Contractor shall compensate us for damages incurred thereby unless the Contractor is not responsible for the circumstances that entitled us to rescind or terminate the contract.

## 8. Documentation, Confidentiality, Licenses

- 8.1 Any models, samples, drawings, data, materials and other documentation that we provide to the Contractor remain our property and must be returned to us at our request, which may be made at any time. The Contractor does not have the right to retain such documentation. The Contractor shall keep such documentation confidential and only provide it to those individuals at its company who are bound to confidentiality and have a genuine need to know for the purpose of performing the contract. The Contractor must not (a.) exploit the documentation commercially, (b.) make it the subject of industrial property rights, (c.) share it with third parties or (d.) otherwise make it accessible to third parties. The Contractor may share confidential information with subcontractors that we have approved provided that the subcontractor absolutely requires this information for a specific purpose and the subcontractor is bound to similar confidentiality obligations. Confidential information must not be used for any purpose other than the performance of the contract. The confidentiality obligation set out above shall survive the termination of the contract for a period of ten (10) years.
- 8.2 The Contractor grants us a license – without limitations as to territory, content or time – to use and exploit all plans, drawings, charts, calculations and other documentation pertaining to the contract that the Contractor has produced itself or has had produced by third parties for the purposes set out by or assumed under the contract. Furthermore, the Contractor grants us an

exclusive license to use and exploit all work products which the Contractor produced for us

individually or had produced for us individually by third parties and shall obtain any licenses from the third parties as are necessary for this purpose.

## 9. Export Control

If there are licensing requirements or restrictions for the (re-)export of the [Contractor's] products under German, European or US export provisions, the Contractor shall notify us in its standard business documents or individually and provide adequate information well in advance of the first delivery. The foregoing also applies to subsequent changes in the legal situation due to new technical or legal circumstances or government actions.

## 10. Miscellaneous Provisions

- 10.1 We have the rights of set-off and retention to the extent set out by law. The Contractor is not authorized to assign any claims which it may have against us or to have such claims collected by third parties. The Contractor may only set off claims against us or exercise a right of retention if and to the extent that its claims are undisputed or its counterclaim is established by final and absolute judgment.
- 10.2 In case of force majeure and labor disputes, the contractual partners are released from their duties to perform for the duration of the disturbance and to the extent of its impact. The contractual partners shall immediately provide the required information to the extent they can be reasonably expected to do so and shall adapt their obligations to the changed circumstances in good faith. We are released from the duty to accept the ordered product and service in whole or in part and, in this respect, may withdraw from the contract if, taking into account economic aspects, we are no longer able to exploit the product or service due to the delay caused by the force majeure event or labor dispute.
- 10.3 If a provision contained in these General Terms of Purchase is or becomes invalid or unenforceable, that shall not affect the validity of the remaining provisions. In lieu of the invalid or unenforceable provision, a provision shall be deemed agreed upon that, to the extent permitted by law, most closely approximates what the contractual partners originally wanted to achieve given the intent and purpose of the invalid or unenforceable provision.

## 11. Place of Performance, Jurisdiction, Governing Law

- 11.1 Unless otherwise agreed by the parties, the place of performance is the destination indicated in the purchase order or, alternatively, the domicile of our company.
- 11.2 The contractual partners agree to submit to the jurisdiction of the courts at the domicile of our company. We reserve the right to file suit in the courts at the place of the Contractor's statutory jurisdiction.
- 11.3 These General Terms of Purchase are governed by the laws of the Federal Republic of Germany without regard to any conflict of law rules or principles and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.