

General Terms and Conditions of Purchase for Deliveries to Sensitec Ltd.

1. scope of application

1.1 Deliveries by the Contractor to Sensitec GmbH as the Sensitec GmbH as the client (AG) shall be governed exclusively according to these terms and conditions of purchase any other written agreements. The General Terms and Conditions of the Contractor shall not become part of the contract as a whole, even if the does not expressly object to them. This shall also apply if the Contractor emphasises separately that that he only wishes to deliver in accordance with his terms and conditions or the Customer does not expressly object to the General Terms and Conditions of the Contractor or if the deliveries are accepted without reservation.

1.2 Deliveries within the meaning of these Terms and Conditions of Purchase are deliveries of goods.

1.3 These Terms and Conditions of Purchase shall also apply to all future deliveries by the Contractor until revoked by the Customer, even if they are not expressly agreed again. Agreed deviations shall only apply to the delivery for which they have been confirmed in writing.

2 Orders

2.1 Deliveries shall only be made on the basis of orders placed by the Customer. Orders placed by the Customer shall only be binding if they are placed by the Customer in writing or electronically or confirmed by the Customer in writing or electronically after being placed verbally or by telephone, stating the order number. The same applies to verbal collateral agreements or subsequent changes to the order. The acceptance of the order by the Contractor must be made on the form provided for this purpose on the order, unless otherwise agreed.

2.2 Acceptance of the order must be received by the Customer without delay, but no later than 5 working days (working days are the weekdays Monday to Friday) after receipt of the order by the Contractor. after receipt of the order by the Contractor; otherwise, the Customer shall be entitled to cancel the order free of charge.

2.3 From verbal or telephone promises, information, advice, etc. - except in the case of gross the case of gross negligence on the part of the Client - no rights be derived against the Client. Such oral statements shall only be binding on the Client if they are confirmed in writing or if the Client has demonstrably waived the written form requirement.

2.4 The Customer's order number must be stated in all correspondence, on invoices and in shipping documents.

2.5 The Customer may also request changes to the order order even after acceptance by the Contractor, provided this reasonable for the Contractor. Prices and delivery dates are in such a case, insofar as

3 Scope of delivery

3.1 The scope of delivery shall be determined according to the order order placed by the Customer.

3.2 Necessary protective devices, proof of origin as well as storage, assembly, operating instructions and safety data sheets issued in the official languages of the EU shall be supplied, if necessary. and safety data sheets shall be supplied free of charge, if required, be supplied free of charge. The same applies to documents necessary for the maintenance and repair of the of the delivery.

3.3 The Contractor undertakes to use environmentally friendly products and processes as far as economically and technically possible. At the request of the Customer, the Contractor shall issue a certificate of quality for the delivered goods free of charge.

4 Delivery, transfer of risk, documents, Packaging

4.1 Delivery shall be made duty paid, including proper packaging DDP (Incoterms 2010) enamed place of destination, unless otherwise otherwise agreed in writing. If a place of destination is not specified, the place of destination shall be the Customer's registered office.

4.2 The transfer of risk shall be governed by the agreed Incoterms.

4.3 Each delivery shall be notified to the Customer by means of a dispatch note at the latest upon execution. Partial deliveries are only permitted with the prior consent of the AG.

4.4 Each delivery must be accompanied by proper delivery papers / documents. These must specify the item, the order items, the quantity, the weight, the packaging, the mode of despatch and labelling as well as the order and purchase order number of the Customer. as well as the Client's order and purchase order number. Regulations on the transport of dangerous goods must be. must be observed; in particular, dangerous goods must be labelled as such. The consequences of incorrect, incomplete, or late delivery papers / documents shall be borne by the Contractor. documents shall be borne by the Contractor.

4.5 The delivery shall be properly packaged. Superfluous and environmentally unsound packaging must be avoided. The Customer shall be entitled, at its option entitled to return, recycle, or dispose of the packaging at the to the Contractor, to recycle it or to dispose of it. For packaging invoiced separately, the Contractor shall reimburse the Customer 2/3 of the invoice value upon return, provided that it is in good condition. invoice value, provided that it is in good condition.

5 Delivery date, contractual penalty, substitute performance

5.1 Delivery dates and deadlines are binding. The receipt of the defect-free and complete delivery, if agreed, the acceptance of the delivery or service by the Customer at the named place of destination shall be decisive for their compliance. by the Customer at the named place of destination. Deliveries must be made during normal business hours. times. These must be requested from the Principal.

5.2 Early delivery may only be made with the written consent of the Contractor. The agreed payment date shall not be affected.

5.3 The Contractor shall notify the Customer of any foreseeable delivery dates and deadlines, stating the reasons and the reasons and the expected duration of the delay.

5.4 If the Contractor is responsible for exceeding the delivery dates and deadlines through the fault of the payment of a contractual penalty. The contractual penalty shall amount to 0.2 % of the order value per commenced working day of delay, but not more than a total of 5 % of the order value. The Client may reserve the right to assert the contractual penalty until the final payment.

5.5 After the fruitless expiry of a reasonable grace period set by the reasonable period of grace set by the Client shall also be entitled to have the delivery performed by a third party at the Contractor's expense. In this case, the Contractor shall be obliged to return the necessary documents to the Customer without delay. immediately. Insofar as industrial property rights by third parties, the Contractor shall be obliged to immediately issue a corresponding release.

6. interruption of delivery and cancellation

6.1 If circumstances for which the Principal is not responsible for which the CL is not responsible lead to a shutdown or impairment of the operation of the Customer or a customer of the Customer for whom the for which the delivery is intended, the Customer's for the duration of the shutdown or impairment of operations. In this respect, claims for damages by the Contractor against the Customer are excluded.

6.2 The Customer shall be entitled to withdraw from the contract in whole or in part if the delivery can no longer be utilised from an economic point of view due to circumstances for which the Customer is not responsible. realisable.

6.3 The Customer shall be entitled to withdraw from the contract in whole or in part if there is good cause. Good cause shall be deemed to exist in the event of natural disasters, import and export restrictions, strike, lockout or other operational disruptions, for both the Client and the Contractor; furthermore, in the event of suspension of payment by the Contractor and/or the filing of an application for the opening of insolvency proceedings over the assets of the Contractor.

6.4 The Customer shall also be entitled to exercise the statutory rights of cancellation.

6.5 If the Customer cancels the contract in whole or in part, the Contractor's payment claims shall lapse. Any advance payments made shall be reimbursed to the to the Client without delay and without deduction. A right of retention of the Contractor shall not exist.

6.6 If the Client withdraws from the contract in the event of suspension of payments and/or or the filing of an application for the opening of insolvency proceedings against the assets of the the contract, the Customer shall be entitled to retain the facilities required for the continuation of the work or deliveries previously made by the Contractor

in return for appropriate remuneration.

7. place of fulfilment

The place of fulfilment for all delivery obligations is, unless otherwise agreed otherwise in writing, the place of destination specified by the Customer. If no such place has been specified, place of fulfilment shall be the registered office of the Customer.

8 Prices

8.1 The agreed prices are fixed prices and exclude exclude subsequent claims of any kind. The prices are DDP (Incoterms 2010) „Delivered Duty Paid“ to the destination specified in the order, excluding statutory VAT, including packaging, unless otherwise agreed in writing. The price components shall be shown separately by the separately.

8.2 Remuneration for visits, samples, specimens or the the preparation of offers, projects, etc. shall not be granted by the Client.

9 Terms of payment

9.1 Payment shall be made in the means of payment of the Customer's choice.

9.2 The payment period shall commence upon receipt of a proper invoice in duplicate, after complete delivery or, if agreed, after acceptance of the delivery by the Customer. Early delivery or partial delivery shall not affect the payment period.

9.3 A proper invoice must comply with the statutory requirements and the specifications of the order. The latter shall include at least the order number and other allocation features. Incorrect invoices shall only be deemed to have been received by the Customer from the date of correction. Unless otherwise agreed, invoices must be issued in EUR. Online invoices are only permitted with the prior written consent of the Customer.

9.4 Unless otherwise agreed in writing, payments shall be made 30 days after receipt of the invoice with a 3% discount or 60 days net. The discount deduction is also permissible if the Client offsets or withholds payments due to defects; the discount period begins after the defects have been completely remedied.

9.5 The Client shall not be in default of payment without a reminder.

9.6 The Client shall be entitled to rights of set-off and retention to the extent permitted by law.

9.7 Insofar as payments are to be made by the Client prior to delivery (advance payments), the Contractor shall provide corresponding bank guarantees from a German credit institution in favour of the Client before the Client makes payment.

10 Assignment, seizure, retention of title

10.1 The Contractor shall not be authorised to assign its claims against the Client or to have them collected by third parties without the Client's consent. If the Contractor nevertheless assigns its claims to third parties or third parties, the Customer may, at its discretion, make payment with discharging effect to both the Contractor and the third party, as well as to the third party. With regard to the extended retention of title of the Contractor's suppliers, the Client's consent to the advance assignment is hereby deemed to have been granted.

10.2 In the event of seizures, confiscations, or other dispositions by third parties with regard to the deliveries owed by the Contractor, the Contractor shall notify the Customer immediately.

10.3 A retention of title by the Contractor shall only be binding if it has been agreed in writing outside the General Terms and Conditions of the Contractor. The exercise of the retention of title by the Contractor is only possible with prior cancellation of the contract.

11 Warranty

11.1 The Contractor warrants that all deliveries are free from defects, conform to the order and its specifications, are suitable for the intended use and application and comply with the latest recognised rules of technology and the relevant national and international legal provisions, including the regulations and guidelines of authorities, trade associations and professional organisations. If the concerns about the type of execution requested by the Client, he must inform the Client of this immediately in writing.

11.2 The warranty period shall be 24 months, unless otherwise agreed in writing. The warranty period begins with the commissioning or final acceptance of the delivery by the Client. CUSTOMER. If commissioning or final acceptance is not provided for the warranty period shall commence upon delivery to the delivery to the Principal. In the case of deliveries which the Customer resells, the warranty period begins with the commissioning or final acceptance by the client's customer. If commissioning or final acceptance by the customer of the customer, the warranty period shall commence upon delivery to the Customer's customer. The warranty period ends at the latest 36 months after delivery to the named place of destination.

11.3 The Customer shall inspect the delivery within a reasonable period of time for externally recognisable deviations in quality and quantity. Any defects detected shall be reported to the Contractor without delay. The Contractor shall be notified of any deviations in quality and quantity that are not externally recognisable as soon as they are discovered in the course of normal business operations. The notification shall be deemed to have been made in good time if it is made within a period of 10 working days after discovery of the defect.

11.4 In the case of quantity deliveries, the Client shall only be obliged to carry out spot checks. If this reveals that significant sample do not comply with the contractual or statutory requirements, the Customer shall be released from further inspection and shall be entitled

to reject the entire delivery. The rejection of the delivery does not constitute a declaration of cancellation from the contract.

11.5 In the event of defects occurring within the warranty period, the Customer shall be entitled to assert the statutory warranty claims at its discretion. assert the statutory warranty claims at his discretion and, in addition, to demand the removal and installation in kind by the duration of the interruption of use. For repaired or replaced deliveries or parts thereof, the warranty period shall recommence at the time the defect is remedied.

12 Third party rights

12.1 The Contractor guarantees that the delivery is free from rights of third parties. The Contractor undertakes to indemnify the Client and its customers from all damages and costs arising costs incurred by the Principal and its customers as a result of non-compliance with this guarantee. The Contractor and the Client shall immediately inform each other of any risks of an infringement of rights or alleged infringements of rights and counteract corresponding claims by mutual agreement.

12.2 If the rights of third parties are infringed by the contractual use of the delivery, the Customer shall be entitled to acquire the necessary rights of use from the necessary rights of use at the expense of the Contractor. The Contractor shall be obliged to support the Customer in any extrajudicial and judicial dispute with the rights holder. In all other respects, the rights of the Client in the case of defects of title shall be determined in accordance with the statutory provisions. The limitation period for claims for defects of title is 10 years.

13 Software

13.1 The Customer shall be entitled to use the software belonging to the including documentation to the extent necessary for the the scope required for the contractual use of the delivery.

13.2 The Contractor shall check the software for viruses prior to its delivery and installation for viruses, Trojans or other computer malware using current, commercially available virus protection programmes. computer malware.

14 Legal requirements, quality assurance, product liability

14.1 The Contractor is advised that the Client sells its products worldwide.

14.2 The Contractor undertakes to comply with the legal requirements legal provisions applicable to the delivery at the the destination, in particular with regard to accident prevention, labour and machine safety, dangerous goods and environmental protection. The Contractor warrants that its deliveries comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals („REACH Regulation“). „). In particular, the Contractor warrants that the substances contained in his deliveries registered or pre-registered to the extent required under the provisions of the REACH Regulation and that the information required under the provisions of the REACH Regulation, such as safety data sheets and/or safety data sheets and/or chemical safety reports.

14.3 The Contractor shall carry out quality assurance that is suitable in type and scope, the latest state of the art and to provide evidence of this to the Customer on request. prove this to the Customer on request. The Contractor shall conclude a corresponding quality assurance agreement with the Customer upon request.

14.4 The Contractor shall ensure through factory inspections that the deliveries comply with the technical specifications of the specifications of the Customer and otherwise comply with the provisions set out in Section

14.1. The Contractor is obliged to keep records of the tests carried out and to document all test test, measurement, and inspection results for 10 years. The Customer shall be entitled at any time to inspect the documents at any time and to make copies.

14.5 The Contractor shall label the delivery items in such a way that they are permanently recognisable as its products, unless otherwise agreed in writing.

14.6 If the Customer is sued for breach of statutory provisions, in particular safety regulations, or due to domestic or foreign product liability, the product liability, the Contractor shall be obliged to indemnify the and its customers from all claims to the extent that these claims insofar as these are caused by the Contractor's delivery. This indemnification shall also include the costs of a precautionary recall action. The content and scope of the recall measures to be carried out.

The Client shall inform the Contractor, as far as possible and reasonable, about the content and scope of the recall measures to be carried out and give the Contractor the opportunity to comment.

14.7 The Contractor shall insure itself against all risks arising from product liability, including the risk of recall, to an appropriate amount and shall, upon request, make the insurance policy available to the Customer for inspection. the insurance policy for inspection

15 Customs and foreign trade law

15.1 The Contractor undertakes to comply with the applicable national and international customs and foreign trade law foreign trade law (together „foreign trade law“). The Contractor shall inform the Client no later than 2 weeks at the latest 2 weeks after the order and immediately all information and data in writing which the Client requires to the Client for compliance with foreign trade law in the case of export, import and re-export, in particular.

- all applicable export list numbers including Export Control Classification Number according to the US Commerce Control List (ECCN);
- the statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonised System) code and
- country of origin (non-preferential origin)

and, if requested by the client, supplier declarations of preferential origin (for European suppliers) or certificates

Compliance notice

We would like to point out that our employees are instructed to strictly comply with all applicable legal regulations and the values and principles of Sensitec GmbH. In particular, our employees must not demand, be promised or accept any inappropriate benefits or inducements.

of preference (for non-European suppliers). All of the aforementioned information and data are agreed as the quality of the delivery. 15.2 If the Contractor breaches its obligations under clause 15.1, the Customer shall be entitled to withdraw from the contract and to claim all damages arising therefrom. The Contractor shall indemnify the Customer in this respect.

16 Models, tools, documents, advertising, confidentiality

16.1 Models, tools and devices manufactured or procured by the Contractor at the Client's expense shall become the property of the Client after payment. They shall be treated with care by the Contractor, labelled as the property of the Customer and - as far as possible - stored separately from other products of the Contractor and insured against loss and other damage at the expense of the Contractor. The manufacture and delivery of products and parts thereof, which are produced using these models and tools or with these devices, is permitted exclusively for the Customer. At the request of the Customer, the Contractor shall return the models, tools, and devices to the Customer free of third-party rights without exception.

16.2 All drawings, plans, sketches and other technical documents and materials provided to the Contractor for the fulfilment of orders shall remain the property of the Customer, even in the event of processing. They must be returned to the Customer immediately at any time upon request and after fulfilment of the order without special request.

16.3 Documents and materials of the Customer may only be used for the Customer's purposes and only to the extent authorised by the Customer and may not be reproduced or made accessible to third parties without the Customer's prior written consent.

16.4 Orders placed by the Customer and all related commercial and technical details shall be treated by the Contr

17. partial invalidity

If a provision of a contract is or becomes invalid in whole or in part, this shall not affect the validity of the remaining provisions. of the remaining provisions shall not be affected. Contractor and Client shall endeavour to agree on an effective provision that comes as close as possible to the economic purpose of the invalid provision. If agreement is not reached, the court shall decide.

18 Place of jurisdiction and applicable law

18.1 The place of jurisdiction is the registered office of the Principal. However, the Principal is also entitled to assert his claims at the general place of jurisdiction of the Contractor.

18.2 The law of the Federal Republic of Germany shall apply to the shall be governed by the law of the Federal Republic of Germany. The application of the conflict of laws rules of private international law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.