

## **General Terms and Conditions of Purchase of imat-uve gmbh**

### **§ 1 General scope of application**

1. Our terms and conditions of purchase shall apply exclusively; we shall not recognize any terms and conditions of the supplier which conflict with or deviate from our terms and conditions of purchase unless we have expressly agreed to their validity. Our terms and conditions of purchase shall also apply exclusively if we accept the supplier's delivery and/or service without reservation in the knowledge that the supplier's terms and conditions conflict with or deviate from our terms and conditions of purchase.
2. With the first delivery or performance of the supplier based on these terms and conditions of purchase, these terms and conditions of purchase shall also apply to all further deliveries of the supplier to us.
3. If framework agreements or individual agreements have been concluded between the parties, these shall have priority. They shall be supplemented by these terms and conditions of purchase, unless more specific provisions have been made there.
4. All agreements made between us and the supplier for the purpose of executing the contract shall be set out in the contract in text form. § 305b BGB (precedence of individual agreement) remains unaffected for individual agreements of any form.
5. Our terms and conditions of purchase apply exclusively to companies in accordance with § 14 BGB (German Civil Code), i.e. to such natural or legal persons or partnerships with legal capacity who act in the exercise of their commercial or self-employed professional activity when concluding the contract.

### **§ 2 Transmitted data, illustrations, formulas, drawings, calculations**

1. We reserve ownership rights and copyrights to illustrations, formulae, manufacturing or usage instructions, drawings, calculations and other documents and data on our part; they may not be made accessible to third parties without our express written consent. In addition, they shall be used exclusively for the processing of our order or for the processing of the contractual relationship entered into with us and shall be returned to us after the processing of the order and in the case of continuing obligations upon its termination without being requested to do so, including all copies, or destroyed. They must be kept secret from third parties, unless there is an official or statutory obligation to disclose them. If these illustrations, formulae, drawings, calculations and other documents are embodied in data, these must be completely deleted at any time upon our request by overwriting and the deletion must be confirmed to us by the supplier in writing or in text form and without delay.
2. Products manufactured by the supplier or his vicarious agents according to documents and/or data designed by us and/or our vicarious agents (e.g. drawings, samples or models and the like) or according to information marked or designated as confidential by them or with features not known to the public or their tools or copied tools by the supplier or his vicarious agents may not be used by the supplier itself nor offered or supplied to third parties. The supplier shall also agree this at the expense of his vicarious agents and in our favor as a genuine contract in favor of third parties.

### **§ 3 Offers of the supplier / highly personal service**

1. Offers of the supplier shall be made in writing or in text form.
2. Offers of the supplier must describe the delivery item/service completely and list all additional products and/or services necessary for the safe and efficient use of the delivery item/service by us completely and include them in the supplier's offer.

3. Goods or parts of goods and/or services or parts of services which are not listed in the supplier's offer, but which are indispensable for safe and efficient operation or corresponding use of the goods and/or services shall be deemed, unless otherwise agreed, to be part of the delivery item and/or service and owed by the supplier together with it.

4. The supplier must expressly point out in his offer, in writing or in text form, dangers and environmental hazards or the possible infringement of the rights of third parties associated with the delivered goods or the provision of the agreed service, as well as the necessity of special treatment of the goods (especially for storage).

5. Unless otherwise agreed, the supplier shall owe the performance as "highly personal" performance.

#### **§ 4 Declaration of acceptance, conclusion of contract, order processing**

1. In order to enable us to carry out an orderly contract controlling, orders shall only be valid in written form and in text form with our sender identification. Changes and additions to our order must be made in writing or in text form. This also applies to the waiver of the written form agreement itself, whereby the priority of the individual agreement according to § 305 b BGB for individual agreements of any form remains unaffected. Our silence with regard to offers, requests or other declarations by the supplier shall only be deemed consent if this has been expressly agreed in writing. The content of the order is exclusively decisive for the order.

2. The supplier is obliged to state our order number and/or the customer exactly on all shipping documents and delivery notes. If he fails to do so, we shall not be responsible for delays in processing and payment. The supplier must confirm the order in writing or in text form within 2 working days (at his registered office) after receipt of the order, whereby the receipt of the confirmation by us is decisive. After expiry of this period we shall be entitled to revoke our order unless otherwise agreed. Claims of the supplier based on an effective revocation made for this reason are excluded.

3. We request a single copy of the order confirmation. Unless otherwise agreed in writing, the submission of offers and cost estimates by the supplier shall be free of charge and nonbinding for us.

4. For quantities, weights and measures as well as quantities delivered, official values or, in the absence of such, values determined by us at the time of receipt of the goods shall be decisive, unless otherwise agreed and subject to other proof. For all shipments, the weights must be stated in the shipping documents.

5. If there are obvious errors, spelling mistakes or miscalculations in our order or in the documents or data on which it is based, we are not liable in this respect. In such cases, the supplier shall rather be obliged to inform us of the corresponding errors in writing or in text form so that we are enabled to correct and renew our order. If recognizably required documents were not sent with the order, this obligation shall apply accordingly.

6. At our request, the supplier agrees to grant access to its production facilities to authorities and trade associations which are responsible for quality and environmental management, production safety and social security matters at our registered office, at the place of delivery and/or performance and/or at the registered office of the supplier and to us each technically, to provide economically or logistically reasonable support for the supplier in this context, authorities should be called upon to examine one of the products delivered to us by the supplier or one of the services rendered to us by the supplier or to investigate alleged violations of the law by such products and/or services to which the supplier has contributed with a supply or subcontractor services or has thereby made production possible. Conversely, we shall also commit ourselves accordingly in favor of the supplier.

7. Should the supplier only accept our order with deviations, he must highlight these deviations in his order confirmation.

8. The supplier shall also inform us in writing or in text form of any changes to contractual conditions or order details and/or order conditions. The supplier shall notify us immediately in writing or in text form of any changes/extensions to the scope of the contract, the necessity of which becomes apparent only upon performance of the contract. The changes/extensions shall only become legally effective with our written consent. The priority of the individual agreement according to § 305b BGB in oral form, textual or written form remains unaffected.

9. Unless otherwise agreed when commissioning assembly, repair or construction services, the supplier is obliged to inform himself of the local conditions relevant to the service to be rendered by inspecting the plans available to us regarding the type of execution and scope of the service as well as by inspecting the construction site and/or the assembly site or the site of other services to be rendered by the supplier at the place of performance.

10. In the case of safety-relevant parts in delivery items which are specially marked in the technical documents, for example "X", or which are determined by special agreement with the supplier, the supplier shall also keep special records of how, when and by whom the delivery items have been inspected by him with regard to the features requiring documentation and what results the required quality tests have produced. These test documents shall be kept for us for 10 years and shall be presented to us free of charge if required. The remuneration for this is included in the remuneration for the supplier's main contractual service. Any upstream suppliers shall be bound to the same extent by the supplier in our favor.

11. Documents to be provided by us must be named and requested by the supplier in writing or in text form to us in good time.

12. The supplier must provide us with material samples, test reports, quality documents or other documents in accordance with the contract or as a secondary obligation, the completeness of the delivery and/or service also presupposes the complete handover of these documents.

#### § 5 Prices, payment, invoice, assignment, set-off, retention, packaging, waste disposal

1. Unless otherwise agreed in writing, agreed prices are fixed prices and include - unless otherwise agreed in writing - all costs for packaging, transport to the agreed place of receipt or dispatch (delivery DDP - Incoterms 2020) and for customs formalities and duties. Unless otherwise agreed, the place of delivery shall be our registered office.

2. The applicable value added tax is included in the price unless it has been expressly designated as a net price.

3. We ask for your understanding that we can only process invoices if - in accordance with the specifications in our order - they state the order number and/or the buyer stated therein and are verifiable. If these details are missing, we are not responsible for delays in processing and payment.

4. Invoices received by us shall be settled by us, unless otherwise agreed in writing – within 60 days of receipt of the invoice, net.

5. Payments shall not be deemed acceptance or waiver of any warranty rights and shall not constitute any acknowledgement of performance in accordance with the contract.

6. In the event of acceptance of premature delivery and/or performance, the due date for payment shall be based - unless otherwise agreed - on the originally agreed delivery date.

7. In the event of incomplete or defective delivery and/or performance, we shall be entitled to withhold payment in full or in proportion to the value of the defective goods or performance until proper performance has been completed.
8. The invoices to be issued twice by the supplier shall be sent by post to the invoice address indicated in the order, separately after the order has been fulfilled, to the address indicated in the order. All accounting documents must be enclosed in full. Partial service invoices shall be marked with the words "Down payment invoice", "Partial service invoice", "Final invoices". [invoice@imat-uve.de](mailto:invoice@imat-uve.de)
9. If advance payments have been agreed, these shall only be due when the supplier has provided us with a directly enforceable guarantee of a German credit institution or savings bank affiliated with the deposit protection fund to secure the advance payment.
10. The supplier shall only be entitled to rights of retention and set-off against claims by us for such claims as have been recognized by us or have been legally determined.
11. The assignment by the supplier of existing claims against us requires our prior consent, unless the claims are monetary claims.
12. The supplier must pack the items to be delivered exclusively in environmentally friendly packaging material or environmentally friendly containers in such a way that transport and/or storage damage is prevented. The packaging of the respective delivery items is included in the price unless we have agreed otherwise with the supplier in writing. The supplier must dispose of any waste arising during delivery or assembly free of charge.
13. In the exceptional event that, other agreements have been made between the supplier and imat-uve, the supplier shall invoice the packaging at cost price. In this case, the supplier must select the packaging specified by us. Should this packaging chosen by us not be suitable for the safe and appropriate packaging of the delivery item, the supplier must inform us of this immediately in writing or in text form.
14. If the packaging used to dispatch the goods is invoiced separately based on an agreement, we shall be free to make it available again in a usable condition, carriage paid, against credit of at least 2/3 of the calculated net price, unless we have agreed otherwise with the supplier. The supplier has the right to prove that the returned packaging has a significantly lower value. In this case, the reimbursement shall be adjusted accordingly.
15. In the case of item 13, we are entitled to send the packaging to the supplier at the supplier's cost.

## **§ 6 Subcontracts**

1. In principle, the supplier is entitled to subcontract if and insofar as no highly personal performance has been agreed by him. In this case, however, we shall be entitled to subcontract the supplier's entitlement to object to the supplier placing subcontracts for good cause. In this case, the supplier must execute the order himself. An important reason exists if the subcontractor, from an objective point of view, does not offer a guarantee for the contractual fulfilment of the contract concluded by us with the supplier and the activity taken over to this extent by the subcontractor.

## **§ 7 Delivery, delivery time**

1. The agreed delivery and/or service dates and periods shall be observed. In the case of an agreed obligation to deliver, compliance shall be deemed to include receipt of the goods by us or at the agreed place of delivery.

2. The supplier is obliged to inform us immediately in writing or in text form if circumstances arise or become apparent to him from which it follows that agreed delivery or service dates cannot be met. This shall also apply if the supplier is not responsible for the delays in delivery. In the event of a breach of this obligation, we shall be entitled to compensation from the supplier for the resulting damage.

3. In the event of delivery or performance earlier than agreed, we reserve the right to return the goods at the supplier's expense or to refuse performance or to refuse delivery. If the goods are not returned in the event of premature delivery, we shall store them until the delivery date at the supplier's expense and risk.

4. Partial deliveries or the services of the supplier are only permissible after express agreement with us. In the case of agreed partial deliveries, the remaining quantity shall be clearly stated.

#### **§ 8 Passing of risk, documents**

1. In the absence of any other agreement with us, delivery shall be made free domicile and at the risk of the supplier up to the time of complete delivery and, in the case of services under a contract for work and services, acceptance at the contractually agreed place of receipt or use.

2. The supplier is obliged to treat each individual order separately in all correspondence within the scope of the business relationship. It shall be his responsibility to state at least the complete order number, order date and the customer's mark as well as our transaction number in all documents such as e-mails, letters, dispatch notes, delivery and packing slips, invoices, waybills, accompanying addresses and the like.

3. The aforementioned documents such as invoices, delivery notes and packing slips shall be enclosed in one copy with each consignment. The content of these documents is minimum for deliveries of goods: Quantities and unit of measure, gross, net and, if applicable, calculated weight as well as order number, article description, remaining quantity in the case of partial deliveries and our order number.

4. We are entitled to demand from the supplier the presentation free of charge of certificates of origin and quality about the delivery items in German or English.

5. In the case of contracts for work and services and such purchase contracts where acceptance of the delivery item has been agreed, the transfer of risk shall not take place until we have accepted the service and/or delivery. Otherwise the transfer of risk shall occur upon delivery of the delivery item to us or at the agreed place of delivery and performance.

#### **§ 9 Delay**

1. In the event of delay in delivery and/or performance on the part of the supplier, we shall be entitled to the statutory claims in full. In particular, we shall be entitled to claim damages instead of performance after the fruitless expiry of a reasonable period of time.

2. In the event of the supplier's delay in delivery and/or performance, we shall be entitled to demand a contractual penalty in the amount of 0.5% of the net remuneration of the delayed delivery and/or performance per completed week of delay, but not more than a total of 5% of the net remuneration of the delayed delivery and/or performance; we reserve the right to assert further legal claims, in particular claims for damages, but with full crediting of the contractual penalty.

3. In the event of an imminent or already occurring delay in delivery and/or performance, the supplier shall, upon request, grant us access to all relevant documents in connection with the relationship on which the delivery or performance is based and shall inform us of all sub-suppliers and suppliers in this respect. However, the supplier is only obliged to disclose trade or business secrets within the meaning

of § 17 of the German law against unfair competition (UWG - Gesetz gegen den unlauteren Wettbewerb), i.e. such information and/or data which is known only to a narrow circle of persons, is related to our company, has an economic value and is identifiable, in this respect only after he has received an offer of a nondisclosure agreement which binds us in favor of the supplier with regard to the information to be disclosed.

4. If, in the event of a delay in delivery or performance on the part of the supplier, there is an objective reason in our favor for this, the supplier shall grant us the right to establish direct contact for us with all subcontractors and suppliers in question within the framework of order processing in order to avert or shorten as far as possible any resulting delay in delivery and/or performance.

5. The entire responsibility for the order remains with the supplier in the case of the facts according to the preceding clauses 3. and 4.

6. The acceptance of the delayed delivery shall not constitute a waiver of claims for damages and your contractual penalty agreed in our favor.

## **§ 10 Change management**

1. The necessity of changes to the order content cannot always be avoided, even due to requests for changes by end customers. We are therefore entitled, even after conclusion of the contract, to demand changes to the delivery item and/or service item in accordance with the following regulations if the deviations are technically and logistically reasonable for the supplier, taking into account his business item and his production or service knowledge as well as the order situation of the supplier from an objective point of view. The supplier must examine the request for change without delay and inform us of its effect on the contractual structure in writing without delay. This obligation to notify includes a declaration as to whether the desired changes are technically and/or logistically possible and relevant at all and a declaration as to the effects of the desired changes on the contractual structure agreed up to that point, such as the concept, deadlines, dates, acceptance modalities and remuneration in the form of an offer. We shall then immediately decide on the implementation of the changes vis-à-vis the supplier.

2. With the positive decision and the agreement about the changes of the contract conditions the change of the order becomes an integral part of the contract.

3. In the case of technical changes and changes that are economically insignificant for the Supplier, the Supplier may not demand a change in the terms of the contract.

## **§ 11 Acceptance**

1. All services of the supplier for which acceptance is possible shall be subject to acceptance. If the inspection of the supplier's services requires the commissioning of a plant or machine, acceptance shall only take place after successful completion of the agreed functional tests. Otherwise, the inspection period shall be 4 weeks after notification of completion, unless otherwise agreed. In this respect, the supplier waives the objection of delayed notification of defects.

2. If the supplier must provide a service which requires acceptance by us, the supplier is obliged to notify us in writing or in text form of his request for acceptance at least 14 days before the agreed acceptance date.

3. If defects are found during the acceptance test, a partial acceptance of defect-free services is possible after consultation with us, without the supplier having a legal claim to this. However, this partial acceptance shall not be deemed a final acceptance within the meaning of § 640 BGB.



4. Acceptances require a written acceptance protocol, which is signed by the parties. Fictions of acceptance are expressly excluded insofar as we do not use the work result commercially for more than 14 calendar days in a continuous manner for purposes other than testing in accordance with the intended purpose.

## **§ 12 In Investigation of defects, warranty, liability for defects, limitation of claims due to material defects and defects of title**

1. The supplier warrants and guarantees within the scope of the UN Convention on Contracts for the International Sale of Goods (CISG) that all deliveries/services comply with the current state of the art at the time of conclusion of the contract, the relevant legal provisions and the regulations and guidelines of the authorities, professional associations and trade associations of the Federal Republic of Germany and the European Union, in particular insofar as they comply with the relevant machinery directive of the European Union and the country of use notified prior to conclusion of the contract and the agreed specifications and are suitable for the purpose of use notified by us and have such properties as are usually inherent in the delivery items or services of the type ordered. The supplier warrants and, within the scope of the UN Convention on Contracts for the International Sale of Goods (CISG), also guarantees the environmental compatibility of the delivered products and packaging materials. The supplier undertakes to comply with all relevant statutory provisions and guidelines about the delivery item and/or the contractual services. If compliance with technical regulations and standards such as CE, CSA, or UL specifications has been agreed for the products or their components, the supplier shall provide proof thereof and make it available to us on request.

2. We shall be entitled to the statutory warranty claims and, within the scope of the UN Convention on Contracts for the International Sale of Goods (CISG), the resulting rights in the event of defective delivery and/or performance in full.

3. In any case, we shall be entitled to demand from the supplier, at our discretion, either removal of the defect or delivery of a new item.

4. If the delivered products do not comply with the warranty or guarantee given by the Supplier, the supplier shall be liable for all damages resulting therefrom, including consequential damages.

5. In the event of a warranty claim (breach of duty due to poor performance), the supplier shall be obliged to bear all expenses necessary for the purpose of remedying the defect or supplying a replacement. These also include disassembly and reassembly costs about the delivery item. The supplier shall also bear such costs as are incurred or increased by the fact that the item was taken to a location other than our branch office.

6. We are entitled to examine any quality or quantity deviation of the goods by drawing meaningful random samples, e.g. according to AQL random sample inspection (DIN 2859), provided this corresponds to the conditions of a proper course of business as well as the type and scope of the delivery.

7. If the supplier defaults in remedying a defect, we shall be entitled to demand a lump-sum compensation for damages caused by default in remedying the defect in the amount of 0.5% of the agreed net remuneration for the defective delivery and/or service for each completed period of 7 calendar days of default, but no more than 5% of the agreed net remuneration, for the defective delivery without further proof of damage. However, the supplier shall be entitled to prove to us that we have suffered no damage or substantially less damage. Further statutory and contractual claims and, within the scope of the UN Convention on Contracts for the International Sale of Goods (CISG),

the resulting rights on our part shall remain unaffected. The aforementioned lump sum for damages shall be fully offset against any further claim for damages.

8. In the event of defects of title, the supplier shall indemnify us and our customers against any claims by third parties in this respect, including the costs of legal defense and our administrative costs. Insofar as the supplier has manufactured his delivery or service according to documents handed over by us, such as models or drawings, or at our express request, and could not have known that industrial property rights of third parties were infringed as a result, the above obligation to indemnify shall not apply.

9. If we take back products completed and/or sold by us as a result of the defectiveness of the delivery item delivered by the supplier or if we are otherwise held liable for this, we shall be entitled to unrestricted recourse against the supplier, whereby it shall no longer be necessary to set a deadline otherwise required for the exercise of our warranty rights.

10. 36 months after passing of risk in the case of purchase contracts and 36 months after acceptance in the case of contracts for work and services shall become statute-barred in the case of purchase contracts. This does not apply to items or services intended for installation in a building and the defectiveness of which justifies its defectiveness and in the case of claims arising from a guarantee or the assumption of a procurement risk equivalent to a guarantee and in the case of claims due to injury to body, life or health.

11. The limitation period for defects in title shall be 5 years, calculated from acceptance, in the absence of intended acceptance from delivery of the contractually owed performance result.

12. If the supplier, with our consent, submits to an examination of the existence of a defect or the elimination of the defect, the limitation period shall be suspended until the supplier has notified us of the result of the examination in writing or in text form or declares the defect to have been eliminated or refuses to continue the elimination.

### **§ 13 Force majeure**

1. Force majeure, labor disputes, operational disruptions through no fault of our own, unrest and other unavoidable results entitle us - without prejudice to our other rights - to withdraw from the contract in whole or in part insofar as they are not of insignificant duration (i.e. do not last shorter than 4 weeks) and result in a considerable reduction of our requirements and we notify the supplier of the obstacle without delay insofar as we have not assumed guarantee liability.

### **§ 14 Product liability, indemnity, liability insurance cover**

1. Insofar as the supplier is responsible for product damage, he shall be obliged - unless otherwise agreed - to indemnify us and our customers against all claims for damages and reimbursement of expenses by third parties to the extent that the cause lies within his sphere of control and organization. The supplier's obligation to pay compensation shall include, in addition to compensation to third parties, the usual costs of legal defense, recall costs and inspection costs.

2. Within the scope of his liability for damages within the meaning of clause 1, the supplier shall also be obliged to reimburse any expenses incurred as a result of or in connection with a recall action carried out by us. As far as possible and reasonable, we shall inform the supplier in advance of the content and scope of the recall measures to be carried out and give him the opportunity to comment. Any other legal or contractual claims shall remain unaffected.

3. From the time of the first conclusion of the contract with us, the supplier undertakes to maintain a business liability insurance with a coverage of EUR 2,500,000.00 per personal injury/property damage



and EUR 1,000,000.00 for pecuniary damage - lump sum - for a period of up to 36 months after the last delivery and/or performance to us; if we are entitled to further claims for damages, these shall remain unaffected. The supplier must provide us with proof of the insurance and the premium payment for this at our first request. If proof of insurance and premium payment is not provided to us at our request within 7 calendar days, we shall be entitled to rescind unfulfilled contracts in whole or in part (with regard to the unfulfilled part).

#### **§ 15 Rights of use, inventions**

1. If drawings, individual EDP programs, photographic or film material as well as layouts for print media or other such documents are created for the deliveries or services to be performed by the supplier on our behalf, we shall be granted an exclusive right of use, unlimited in terms of time, place and content, and transferable in all types of use, which shall be fully covered by the agreed price.
2. Insofar as the supplies or services are protected by the supplier's copyrights, the supplier shall grant us the irrevocable, transferable right, unlimited in time, place and content, to use the supplies or services free of charge in any manner, in particular to reproduce, distribute, exhibit, change and process them.
3. Insofar as copyrights of use, industrial property rights and similar legal positions as well as other written, machine-readable and other work results arise for the deliveries or services to be performed by the supplier for us, these are exclusively and unrestrictedly entitled to us as part of the service and are fully compensated with the agreed price. The supplier is obliged to inform us immediately of the existence of such an invention and to coordinate further action with us.
4. The supplier is further obliged to claim inventions of his employees and any subcontractors at his own expense and to indemnify us in such a way that he can transfer the rights to such inventions to us.
5. If we register the invention as an industrial property right, we shall bear the costs incurred for the registration and maintenance of the industrial property right.
6. If we decide against filing an application for inventions or if we are no longer interested in an existing industrial property right, the supplier may pursue the application or maintenance of the industrial property right at its own expense. In this case, however, we retain a free, nonexclusive and transferable right of use.
7. If, in the course of our utilization of the deliveries or services, it is necessary for us to use the supplier's industrial property rights which were already held by the supplier prior to the performance of the delivery or service, we shall receive from the supplier a non-exclusive and transferable right to use such industrial property rights which shall be fully compensated for at the agreed price.

#### **§ 16 Spare parts and readiness for delivery**

1. The supplier assures that the delivery of spare parts is guaranteed by him for a period which corresponds to the usual technical usability period of the delivery item, but at least 10 years delivery of the last delivery of the delivery item concerned to us, unless another availability of spare parts has been agreed with us. During this period, the supplier undertakes to supply these parts at normal market conditions.
2. If the supplier intends to discontinue delivery of the spare parts for the delivery item which are the subject of the contract after expiry of the abovementioned period, we shall be given the opportunity to place a final order with a lead time of at least 90 calendar days, which must at least correspond to the last average annual requirement of the last three years. The same shall apply in the event of

suspension prior to expiry of the period, whereby we shall not be forfeited by the subsequent order of our claims for damages.

#### **§ 17 Provision, co-ownership, retention of title**

1. Tools, materials, materials, parts, containers and packaging provided by us may only be used by the supplier for the execution of the order placed by us as intended.
2. Tools provided by us shall remain our property.
3. If we provide parts to the supplier, we reserve the right of ownership (reserved goods). Processing or transformation by the supplier shall be carried out for us. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the gross value of our object (purchase price plus VAT) to the other processed objects at the time of processing.
4. If the object provided by us is inseparably mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the gross value of the reserved object (purchase price plus VAT) to the other mixed objects at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it shall be deemed agreed that the supplier shall transfer co-ownership to us pro rata; the supplier shall keep the sole ownership or co-ownership in safe custody for us.
5. The supplier shall be obliged to insure the tools belonging to us against fire, water and theft at his own expense and at replacement value. At the same time, the supplier hereby assigns to us all claims for compensation under this insurance; we hereby accept the assignment.
6. The supplier is also obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work at his own expense and in good time and to provide us with evidence of such work. He shall notify us immediately in writing of any malfunctions of the machines and/or tools provided; if he culpably fails to do so, we shall be entitled to claim damages in the event of damage.
7. The supplier is also obliged to keep strictly confidential all illustrations, drawings, calculations and other documents and information as well as data received from us, irrespective of the type of media, unless there is a legal or official obligation to disclose such information. They may only be disclosed to third parties with our express written consent insofar as they are subject to the obligation of confidentiality. The obligation to maintain secrecy shall also apply after completion of the contract; it shall expire if and to the extent that the design and/or manufacturing knowledge contained in the illustrations, drawings, calculations and other documents as well as data provided has become generally known without breach of the obligation to maintain secrecy.
8. Insofar as the security rights to which we are entitled in accordance with clauses 1 to 6 exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the request of the supplier.

#### **§ 18 Property rights of third parties**

1. The supplier warrants that no rights of third parties within the Federal Republic of Germany and the European Union and the country of delivery or use or place of performance notified to him by us with the order are infringed in connection with his delivery and/or performance. Liability shall be excluded if the supplier proves that he neither knew nor could have known of the existence or future creation of such rights at the time of delivery of the delivery item or performance of the service.

2. If we are held liable by a third party due to an infringement of such rights, the supplier shall be obliged to indemnify us against such claims upon first written request; we shall not be entitled to make any agreements with the third party - without the consent of the supplier - in particular to conclude a settlement with the holder of the rights.
3. The supplier's obligation to indemnify shall apply to all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party.
4. The limitation period for liability arising from the infringement of industrial property rights shall begin as soon as the claim has arisen, and we become aware of the circumstances giving rise to the claim or had to become aware of them without gross negligence. The limitation period for such claims on our part is 5 years.

#### **§ 19 Documents and secrecy**

1. All business, technical or product-related information made available to the supplier by us, in particular calculation data, manufacturing instructions, internal production and data of any kind whatsoever, including other development or manufacturing features, which are to be taken from any objects, documents or data handed over and any other knowledge or experience on our part or that of our customers communicated to the supplier, as long as and insofar as they are not demonstrably publicly known, or a statutory or official obligation to disclose exists, they must be kept secret from third parties and may only be made available in the supplier's own business to persons who must necessarily be called upon to use them for the purpose of supplying the goods or services to us and who are also obligated in writing to maintain secrecy; they remain our exclusive property.
2. Without our prior written consent, such information may not be reproduced or used commercially except for deliveries to us. The non-disclosure agreement shall also apply after termination of the supply relationship until its lawful disclosure, but no later than 5 years after delivery and/or performance. The above obligation to maintain secrecy shall not apply if the Supplier can prove that it developed the information transmitted in a lawful manner before it was made public, or if it was already aware of it (of which the supplier will notify us in writing immediately after the information was transmitted), or if it has become publicly known through a written declaration on our part, or if there is an official or statutory obligation to disclose it.
3. Upon our request, all information and data originating from us (including any copies or records made) and items lent by us shall be returned to us immediately and completely or destroyed and the destruction confirmed in writing. If the information provided to the supplier is embodied in data, this must be completely deleted at any time upon our first request and the deletion must be confirmed in writing and without delay.
4. In the case of data transmitted by us, we shall also be entitled to a declaration of discontinuance by the supplier subject to penalty, which shall be a contractual penalty for each culpable case of infringement of the obligation to refrain from further use of the data transmitted by us or copies thereof, the return and/or deletion of which we contain by the supplier, which may be determined by us at our reasonable discretion (§ 315 BGB). At the supplier's request, this may be reviewed and reduced in court (§ 315 III BGB).
5. We reserve all rights to such information and data (including copyrights and the right to register industrial property rights such as patents, utility models, trademark protection, etc.). Insofar as these have been made accessible to us by third parties, this reservation of rights shall also apply in favor of these third parties.

6. Licenses or warranties are not associated with samples, models, information and/or data transmitted to the supplier.

7. Products manufactured according to documents drafted by us, e.g. drawings, samples or models and the like, or according to our confidential information or with our formulae not known to the public or with our tools or replicated tools, may neither be used by the supplier himself nor offered or supplied to third parties.

## **§ 20 Safety regulations, other requirements for deliveries and services**

1. The supplier must comply with the safety regulations applicable in the Federal Republic of Germany and the European Union and the country of delivery or use notified to him prior to conclusion of the contract and with the technical data or limit values agreed upon at the time of conclusion of the contract which correspond to the state of the art at the time of conclusion of the contract or which go beyond this.

2. The supplier undertakes to use only materials which comply with the applicable statutory safety requirements and regulations within the European Union, for toxic and hazardous substances. The same applies to environmental protection provisions and regulations relating to electricity and electromagnetic fields. The foregoing obligation shall include all provisions applicable to the Federal Republic of Germany and the European Union and the country of use notified prior to the conclusion of the contract with respect to the delivery and/or service covered by the contract and - if deviating from these - also the provisions of the customer countries notified to the supplier prior to or with the order. The supplier shall provide us with evidence of compliance with these regulations upon first request and shall cooperate in providing the relevant evidence to the relevant competent authorities.

3. If the supplier's products do not meet the requirements set out in clauses 1 to 2, we shall be entitled to withdraw from the contract. Any further claims for damages on our part shall remain unaffected.

4. Intended changes to the delivery item or service must be notified to us in writing or in text form. They require our prior written consent.

## **§ 21 Quality and documentation**

1. The costs of declarations of conformity, certificates of origin, other proofs of certification (e.g. ISO 9001, ISO 13485, CE, CSA, or UL specifications) shall be borne by the supplier in the absence of other agreements. The declarations of conformity must be submitted to us immediately with each delivery in German and English.

2. Irrespective of this, the supplier must maintain the quality of the delivery item and constantly check it until delivery. Possible improvements must be reported to us immediately. The supplier must immediately notify us in writing of any recognizable errors in specifications and foreseeable complications. This shall be ensured and documented by suitable testing and measuring procedures. We shall be entitled to demand the announcement of the results of this examination in writing at any time and without additional costs.

3. The scope of delivery includes the product-specific and/or technical documentation, the conformity certificates as well as other documents and certificates and operating instructions, product labels, warnings and other user information required for the ordered item or its use at our discretion in German and/or English, as well as the legally required marking of the parts and the product and/or its packaging.

4. The supplier shall ensure that exact traceability of the delivery items is guaranteed by means of batches or serial numbers.

## **§ 22 Software**

1. If the delivery item contains software created for us, we shall be entitled, without special remuneration, to use the software in companies affiliated with us in accordance with § 15 of the German Stock Corporation Act (AktG - Aktiengesetz) or in any other way under company law, to reproduce it as we see fit and to make it available to third parties worldwide together with the delivery item free of charge or against payment.
2. For the purpose of maintenance and further development, we are entitled to retranslate the software.
3. The remuneration for software is only due with the execution of a formal acceptance procedure with a written declaration of acceptance on our part.
4. In the case of the delivery of software, subsequent performance by means of new program versions shall only be permissible with our prior written consent. If we have given our consent, the supplier is obliged to instruct our employees in the new program version at his own expense.

## **§ 23 Auditing**

1. We - and as a genuine contract in favor of third parties within the meaning of § 328 BGB also our customers (authorized auditors) - are entitled - also with regard to our own certification - to carry out an audit of the supplier ourselves or have it carried out by an expert and/or consultant of our choice, but are not obliged. This includes an inspection of the supplier's operation and quality system and a subsequent assessment. Within the scope of his legal possibilities, the supplier shall ensure that we and our customers are granted the same auditing rights by his subcontractors. The knowledge gained in this way is used as the basis for further contract awards and for our internal rating of the company.
2. We and the persons entitled to audit specified in clause 1 shall be entitled to carry out notified inspections of the supplier's ongoing business operations and to monitor the quality assurance measures during normal business hours and prior notification.
3. We shall have the right to inspect the relevant documents of the supplier if we can prove a justified interest. Such a legitimate interest exists if knowledge could be gained that would allow the necessity and handling of a recall to be assessed.
4. Within the scope of our exercise of rights in accordance with the foregoing clauses 1 to 3, the supplier shall not be obliged to disclose business and/or trade secrets within the meaning of § 17 UWG unless the auditee exercising the audit right has offered him in writing the conclusion of a non-disclosure agreement with regard to the above-mentioned business and trade secrets within the meaning of § 17 UWG.

## **§ 24 General provisions, severability clause. Place of jurisdiction, choice of law, data storage**

1. The business relationship existing with us may only be referred to for advertising purposes or as a reference to third parties with our written consent.
2. Should a provision of the contract be or become wholly or partially invalid/void or impracticable for reasons of the law of the general terms and conditions according to §§ 305 to 310 BGB, the statutory provisions shall apply. Should any present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law of the general terms and conditions under §§ 305 to 310 BGB (German Civil Code), the validity of the remaining provisions of this contract shall not be affected thereby, unless the implementation of the contract - also taking into account the following provisions - would constitute an unreasonable

hardship for one of the parties. The same shall apply if, after conclusion of the contract, there is a gap that needs to be filled. Contrary to the principle of the case-law of the Federal Court of Justice, according to which a salvatoric maintenance clause in the case of individual contractual provisions is in principle merely intended to reverse the burden of proof, the validity of the remaining contractual provisions is to be maintained under all circumstances and thus § 139 BGB is to be waived as a whole. The parties shall replace the invalid / void / unenforceable provision or loophole in need of filling for reasons other than the provisions concerning the law of the general terms and conditions according to §§ 305 to 310 BGB with a valid provision which corresponds in its legal and economic content to the invalid / void / unenforceable provision and the overall purpose of the contract. § 139 BGB (partial invalidity) is expressly excluded. If the nullity of a provision is based on a measure of performance or time (period or deadline) specified therein, the provision shall be agreed with a legally permissible measure which comes closest to the original measure.

3. The law of the Federal Republic of Germany applies exclusively. If the requirements of Art. 1, 3 CISG are fulfilled, the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.

4. The language of the contract, the language of the proceedings and the language of the court shall be German insofar as the proceedings are conducted in the Federal Republic of Germany.

5. Place of performance shall be the agreed place of delivery/service or, in the absence of such an agreement, our registered office.

6. The place of jurisdiction shall be the registered office of our company. However, we shall also be entitled, at our discretion, to sue the supplier at his registered office or at the place of performance.

7. We store data from the contractual relationship in accordance with § 26 of the German Federal Data Protection Act for the purpose of data processing.

**imat-uve gmbh**

*Issued: 2023-03-31*