

## General Terms & Conditions of Purchase of STELA Steuerungstechnik GmbH & Co. KG

### 1. General – Scope

- a) Our Terms and Conditions of Purchase apply exclusively; only the full scope of the Terms and Conditions of Purchase of STELA Steuerungstechnik GmbH & Co. KG are accepted and no contradictory terms and conditions of sale may be applied.
- b) Only orders submitted in writing are binding; orders made verbally or by telephone require written confirmation to be effective.
- c) Our Terms and Conditions of Purchase apply only vis-à-vis traders in accordance with Section 310(4) of the German Civil Code (BGB).
- d) Our Terms and Conditions of Purchase also apply to future transactions.

### 2. Acceptance of an offer – Order confirmation – Offer documents

- a) The supplier is obliged to accept our order in writing within a period of 1 week; thereafter, we are no longer bound by the order or our offer.
- b) The declaration of acceptance may also be made by email or fax. Reference shall always be made in the order confirmation and in any subsequent correspondence to the order number.
- b) We reserve title to and copyright for illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They shall be used exclusively for production on the basis of our offer; on completion of the order, they shall be returned to us unprompted. They shall be kept secret from third parties; the provisions of Section 12 of these Terms and Conditions apply in this respect.

### 3. Prices – Payment terms

- a) The price specified in the order is binding. Unless agreed otherwise in writing, the price includes delivery DAP in accordance with INCOTERMS 2020® to the delivery location specified by us, including packaging. Return of the packaging requires a specific agreement.
- b) We are only able to process invoices if they include the order number specified in our order, in accordance with the requirements of the IPPC standard ISPN 15; the supplier is responsible for all consequences resulting from failure to comply with this obligation, unless it can demonstrate that it is not responsible for it.
- c) Unless agreed otherwise in writing, we shall pay the purchase price with 3% discount within 14 days, calculated from delivery and receipt of invoice, or net within 30 days of receipt of invoice.
- d) We are entitled to offsetting and retention rights to the extent permitted by law.
- e) Invoices for part performance shall only become due for payment and be settled by us before execution of the complete order by prior written agreement.
- f) The supplier is not entitled to assign claims to which it is entitled against us or to arrange for them to be collected by third parties; this is without prejudice to Section 354a of the German Commercial Code (HGB).
- g) The supplier is only entitled to offset against our claims or to assert rights of retention against us if and insofar as its claim is uncontested or its counter-claim is legally established.
- h) The supplier guarantees that, in the case of delivery of production materials to us, it shall be able to supply us with the items delivered or parts thereof as spare parts on appropriate terms for a period of a further 15 years from termination of the supply relationship. Spare parts supply applies to standard parts; special parts and third-party components are subject to reasonable replacement availability.

### 4. Delivery times

- a) The delivery time specified in the order is binding. If a delivery date is expressly agreed as a fixed date, the statutory provisions regarding default and compensation also apply. A blanket exclusion of liability for the consequences of default is excluded.
- b) The supplier is obliged to notify us promptly in writing if circumstances come about or become known to it which make it likely that the agreed delivery time cannot be met.
- c) Notification of the delivery date for large deliveries shall always be provided 3 working days in advance. Expenses incurred by the supplier because a prior arrangement of this sort was not made with us shall be met by the supplier. As far as possible, deliveries shall be made at the following times:

Monday – Thursday	07.30 am – 4.00 pm
Friday	07.30 am – 10.30 am

Deliveries at other times shall be agreed in advance by telephone.

- d) In the event of default of delivery, the statutory rights are available to us. In particular, in the event of unsuccessful expiry of an appropriate grace period, we are entitled to demand compensation in lieu of performance and withdrawal from the agreement. If we demand compensation, the supplier is at liberty to demonstrate that it is not responsible for the breach of obligation.
- e) Part deliveries shall be designated precisely as such. We are obliged to accept part deliveries only if this has been agreed in writing.

### 5. Transfer of risk – Documents

- a) Unless agreed otherwise in writing, the delivery shall be carried out DAP in accordance with INCOTERMS 2020®. As a matter of principle, the supplier shall meet the costs of packaging and shipping. The risk shall be transferred to us at the designated place of use.
- b) The supplier is obliged to specify our order number exactly on all shipping documents and delivery notes. If it fails to do so, we are not responsible for any delays in processing. The contents of the shipment (number of units, order number, number of containers, etc.) shall be specified precisely on the delivery note.

### 6. Performance of services

- a) The supplier guarantees the intended function, design and options for use of the ordered items, in particular their compliance with the prescribed standards of operational safety. Electrical devices shall be designed for operation at a rated voltage of up to 1000 V.
- b) The supplier undertakes to inform us fully of any potential hazards associated with the use of the contractual item. So-called hazardous substance sheets shall be provided unprompted.
- c) The supplier may delegate duties for which it is responsible to sub-suppliers only with our prior written consent.

### 7. Inspection for defects – Liability for defects

- a) We are obliged to inspect the goods for any deviations in quality or quantity within an appropriate period; a complaint is deemed to have been made in time if it is received by the supplier within a period of 12 working days calculated from receipt of the goods or from discovery of concealed defects. Sampling is sufficient in this context.
- b) The statutory rights regarding defects are available to us in full; in any case, we are entitled to demand either rectification of the defect or replacement delivery from the supplier at our discretion. We expressly reserve the right to claim compensation, in particular compensation in lieu of performance.
- c) We are entitled to rectify defects ourselves at the cost of the supplier if there is imminent danger or a particular need for urgency.
- d) The expiry period is 36 months calculated from transfer of risk, unless agreed otherwise in writing.
- e) This is without prejudice to other mandatory provisions regarding supplier recourse.

### 8. Discovery of a defect after processing and delivery

- a) If a defect in the goods is only discovered after processing and delivery to the end customer, we are entitled in addition to the statutory warranty rights to claim supplementary performance/rectification of the defect on the end customer's premises even without setting a deadline and to rectify the defect ourselves.
- b) If the defect for which the claim is made and the resulting costs relate solely to the goods purchased from the supplier, the latter shall bear not only the costs of any replacement or repair, but also the additional costs for travel, work on site and further materials.
- c) If the defect is caused and the additional costs are incurred proportionally by the supplier's goods, the supplier shall bear that percentage proportion of our costs in this regard.

**9. Product liability – Indemnification – Liability insurance cover**

- a) If the supplier is responsible for product damage, it is obliged to indemnify us against third-party compensation claims on first request if the cause is within its sphere of control and organisation and it is itself liable vis-à-vis third parties.
- b) In the context of its liability for damages within the meaning of para. (1), the supplier is also obliged to reimburse any expenses in accordance with Sections 683, 670 BGB or Sections 830, 840, 426 BGB that result from or in connection with a recall action carried out by us. Insofar as is possible and reasonable, we shall notify the supplier of the content and extent of the recall measures to be carried out and give it the opportunity to comment. This is without prejudice to other statutory rights.
- c) The supplier undertakes to take out product liability insurance with cover of €10 million per claim for personal injury/damage as a flat rate; this is without prejudice to any further claims for compensation to which we may be entitled. Higher cover amounts may be agreed in individual cases.  
In consultation with the supplier, we assume responsibility for providing the competent authority with the necessary information in accordance with the regulations of the German Product Safety Act.

**10. Property rights**

- a) The supplier guarantees that no third-party rights are breached within the Federal Republic of Germany in connection with its delivery.
- b) If action is taken against us on those grounds, the supplier is obliged to indemnify us against such claims at first written request; we are not entitled to make any agreements with the third party, in particular to reach a settlement, without the consent of the supplier.
- c) In the case of third-party compensation claims, the supplier is at liberty to demonstrate that it is not responsible for the breach of the rights of the third party. We are not entitled to make any agreements with the third party, in particular to reach a settlement, without the consent of the supplier.
- d) The expiry period is ten years from conclusion of contract.

**11. Retention of title – Provision of materials – Tools – Confidentiality**

- a) If we provide parts to the supplier, we reserve title to them. Processing or conversion by the supplier is carried out on our behalf. If our goods subject to retention of title are processed with other items that do not belong to us, we shall acquire co-ownership of the new object in the proportion of the value of our goods (purchase price plus VAT) to the other processed items at the time of processing.
- b) If the item provided by us is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new object in the proportion of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If mixing takes place in such a way that the item belonging to the supplier is deemed to be the main item, the supplier agrees to transfer proportionate co-ownership to us; the supplier shall hold sole ownership or co-ownership for us.
- c) We reserve title to any tools; the supplier is obliged to use the tools only for the manufacture of the goods ordered by us. The supplier is further obliged to insure the tools belonging to us at their new value against fire, water damage and theft at its own cost. At the same time, the supplier hereby assigns to us all compensation claims under that insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work and all servicing and repair work on our tools in good time at its own cost. It shall notify us immediately of any faults; if it is culpable in failing to do so, compensation claims are not affected.
- d) If the security interests to which we are entitled under (a) and/or (b) exceed the purchase price of all our goods subject to retention of title that have not yet been paid for by more than 10%, we are obliged on demand by the supplier to release security interests of our choice.
- e) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information it receives in strict confidence. They may be disclosed to third parties only with our express consent. The obligation to maintain confidentiality continues beyond the end of this contract. It shall expire, however, if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents provided is generally known or if it was demonstrably known to the supplier at the time of its communication within the meaning of sentence a).

**12. Confidentiality**

- a) The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information it receives in strict confidence.
- b) They may be disclosed to third parties only with our express consent. The obligation to maintain confidentiality continues beyond the end of this contract; it shall expire, however, if and insofar as the production knowledge contained in the illustrations, drawings, calculations and other documents provided is generally known.

**13. Miscellaneous**

- a) If the supplier is a trader, the place of jurisdiction is our registered office; we are, however, entitled, to take action against the supplier in the court with jurisdiction over it.
- b) Unless specified otherwise in the order, the place of fulfilment is the place of operation or, at our discretion, the place of use specified in the order.
- c) Even if individual provisions of the contract prove to be legally invalid, the remaining sections are still valid. The invalid provision shall be replaced by a provision that comes as close as possible to the original economic intention.
- d) All agreements between the supplier and the customer shall be set down in writing. Written form also applies to all amendments and/or ancillary agreements before or after conclusion of contract. Written form also applies to the suspension of this requirement of written form.
- e) The legal relationships in connection with this contract are governed exclusively by German substantive law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).