

# General Terms & Conditions of Purchase for 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 for stela Steuerungstechnik GmbH & Co. KG is accepted and no conflicting terms and conditions of sale may be asserted.
- b) Only written orders are binding; orders placed verbally or by telephone require written confirmation to become effective.
- c) Our Terms & Conditions of Purchase apply only in respect of companies within the meaning of Section 310(4) of the German Civil Code (BGB).
- d) Our Terms and Conditions of Purchase also apply to all future transactions.

## 2. Acceptance of offer – Order confirmation – Offer documentation

- a) The supplier is obliged to accept our offer in writing within one 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 must also be made to the order number in the order confirmation and all subsequent correspondence.
- c) We reserve proprietary rights and copyright to illustrations, drawings, calculations and other documents; they must not be made accessible to third parties without our express written consent. They will be used exclusively for production on the basis of our order; after completion of the order, they must be returned to us without an explicit request to do so. They will be kept confidential from third parties; to this extent, the provision of Section 12 of these General Terms and Conditions also applies.

## 3. Prices – Payment terms

- a) The price indicated in the order is binding. In the absence of any alternative written agreement, the price is DAP as per INCOTERMS 2020®, including packaging. Return of the packaging requires a separate agreement.
- b) We are able to process invoices only if – in accordance with the requirements of the IPPC standard ISPN 15 in our order – they specify the order number given there; all consequences ensuing from failure to fulfil this obligation are the responsibility of the supplier, unless the supplier is able to demonstrate that it is not responsible for that failure.
- c) Unless agreed otherwise, we will pay the purchase price within 14 days of delivery and receipt of invoice with a discount of 3% or net within 30 days of receipt of invoice.
- d) Rights of offsetting and retention are available to us to the extent permitted by law.
- e) Invoices for partial services will be due for payment and paid by us before completion of the whole order only by prior written agreement.
- f) The supplier is not entitled to assign claims that it has against us or to arrange for them to be collected by third parties; this is without prejudice to Section 354(a) of the German Commercial Code (HGB).
- g) The supplier is entitled to offset against our claims or assert a right of retention against us only if (and insofar as) its claim is uncontested or its counterclaim is legally established.
- h) On delivery of production material, the supplier undertakes to provide us with the items supplied (or parts thereof) as spare parts for a further 15 years from the end of the supply relationship under appropriate conditions.

## 4. Delivery period

- a) The delivery period specified in the order is binding.
- b) The supplier is obliged to notify us promptly in writing if circumstances arise or become known to it that mean the agreed delivery period cannot be met.
- c) In the case of large deliveries, notification of the delivery date will be given three working days in advance. Expenses incurred by the supplier as a result of failure to coordinate with us in advance will be borne by the supplier. As far as possible, delivery will be made at the following times:

|                   |               |
|-------------------|---------------|
| Monday – Thursday | 07:30 – 16:00 |
| Friday            | 07:30 – 10:30 |

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

- d) In the case of default on delivery, statutory rights are available to us. In particular, upon the fruitless expiry of an appropriate period we are entitled to demand compensation in place of performance and to withdraw from the order. If we demand compensation, the supplier has the right to demonstrate to us that it was not responsible for the breach of obligation.
- e) Partial deliveries shall be designated precisely as such. We are obligated to accept partial deliveries only if such acceptance has been agreed in writing.

## 5. Transfer of risk – Documents

- a) Unless otherwise agreed in writing, delivery will be made DAP in accordance with INCOTERMS 2020®. The costs for packaging and shipping will in principle be borne by the supplier. Risk will be transferred to us on handover 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, delays in processing are not our responsibility. The contents of the consignment (number of units, order number, number of containers, etc.) must be stated precisely in the delivery notes.

## 6. Performance

- a) The supplier guarantees the proper function, design and options for use with the order items, and in particular compliance with the prescribed standards of occupational safety. Electrical devices will be designed for use at a nominal voltage of up to 1,000 V.
- b) The supplier undertakes to inform us in full of any possible risks associated with the use of the contractual object. So-called hazardous material sheets will be provided to us without an explicit request to do so.
- c) The supplier may assign tasks that are its responsibility to sub-contractors only with our advance written consent.

## 7. Inspection for defects – Liability for defects

- a) We are obliged to inspect the goods for any quality defects or discrepancies in quantity within an appropriate period; a complaint is deemed timely if it is received by the supplier within 12 working days, calculated from receipt of the goods or, in the case of concealed defects, from the time of discovery. 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 rectification of the defect or delivery of a new item from the supplier, at our discretion. We expressly reserve the right to compensation, and in particular to compensation in place of performance.
- c) We are entitled to rectify the fault ourselves at the supplier's cost if there is a risk of default or in the event of particular urgency.
- d) The period of limitation is 36 months, calculated from the transfer of risk, unless otherwise agreed in writing.
- e) The remaining mandatory provisions of delivery recourse remain unaffected.

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

- a) If a defect in the goods becomes apparent only after processing and delivery to the end customer, we are entitled, in addition to the rights under the statutory warranty, to act on behalf of the end customer in claiming supplementary performance/rectification of the defect and to rectify the defect without notice.
- b) If the defect asserted and the costs incurred thereby result solely from the goods procured from the supplier, the latter will bear not only the costs of any replacement or repair, but also any additional costs for travel, work on-site and additional material.
- c) If the defect is caused and costs are incurred partly by the supplier's goods, the supplier will bear our costs in connection herewith in the same proportional amount.

## 9. Product liability – Indemnification – Liability insurance

- a) Insofar as the supplier is responsible for product damage, it is obliged to indemnify us against compensation claims by third parties upon first request to the extent that the cause is located in its sphere of control and organisation and it is itself liable in respect of third parties.
- b) Within the context of its liability for damage within the meaning of section (1), the supplier is also obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) or to Sections 830, 840, 426 of the German Civil Code (BGB) that result from (or are in connection with) any recall carried out by us. We will inform the supplier of the content and scope of the recall measures to be executed – as far as is possible and reasonable – and will give it the opportunity to comment. This is without prejudice to any other statutory rights.
- c) The supplier undertakes to maintain product liability insurance with a cover amount of €10 million per instance of physical injury/material damage – as a flat rate; if other claims to compensation are available to us, they remain unaffected. Higher amounts of cover may be agreed in individual cases. The necessary notification of the respective competent authority in line with the regulations set out under the Product Safety Act will be made by us in coordination with the supplier.

## 10. Proprietary rights

- a) The supplier guarantees that no third-party rights within the Federal Republic of Germany are breached by its delivery.
- b) If action is taken against us by a third party on these grounds, the supplier is obliged to indemnify us against the claims on first written request; we are not entitled to enter into any agreements with the third party – without the consent of the supplier – in particular, to reach a settlement.
- c) In the event that claims for damages are asserted by the third party, the supplier is entitled to prove that it is not responsible for the infringement of the third-party rights. We are not entitled to make any agreements with the third party – without the consent of the supplier – in particular to reach a settlement.
- d) The period of limitation is ten years, calculated from conclusion of contract.

## 11. Retention of title – Supplies – Tools – Confidentiality

- a) If we provide parts to the supplier, our retention of title thereto will apply. Processing or transformation by the supplier will be carried out on our behalf. If the goods to which we retain title are processed with other items that do not belong to us, we will acquire co-ownership of the new item in a proportional value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- b) If the item we provide is indissolubly mixed with other items that do not belong to us, we will acquire co-ownership of the new item in a proportional value of our item subject to a retention of title (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the supplier's item is to be regarded as the main item, it will be deemed agreed that the supplier will transfer proportional co-ownership to us; the supplier will retain sole ownership or co-ownership for us.
- c) We reserve title to tools; the supplier is obliged to use the tools exclusively to produce those goods ordered by us. The supplier is also obliged to insure the tools belonging to us at replacement value at its own expense against damage attributable to fire, water and theft. Simultaneously, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept said assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools, as well as all maintenance and repair work, at its own expense and in good time. The supplier will notify us immediately of any incidents; if it culpably fails to do so, claims for damages will remain unaffected.
- d) Insofar as the security interests to which we are entitled under (a) and/or (b) exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we are obliged to release the security rights of our choice at the request of the supplier.
- e) The supplier is obliged to maintain strict confidentiality with regard to all illustrations, drawings, calculations and other documents and information it receives. They may be disclosed to third parties only with our express consent. The obligation of confidentiality will also apply after the execution of this contract. However, it will expire if (and insofar as) the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known, or was demonstrably known to the supplier previously at the time of notification within the meaning of Sentence (a).

## 12. Confidentiality

- a) The supplier is obliged to maintain strict confidentiality with regard to all illustrations, drawings, calculations and other documents and information it receives.
- b) They may be disclosed to third parties only with our express consent. The obligation of confidentiality will continue to apply after this contract comes to an end; it will expire if (and insofar as) the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

## 13. Miscellaneous

- a) Insofar as the supplier is a merchant, our registered office is the place of jurisdiction; we are, however, entitled to take action against the supplier at the court with jurisdiction over its place of residence.
- b) Unless the order specifies otherwise, the operating location or, at our discretion, the place of use specified in the order is the place of performance.
- c) If individual provisions are invalid, the rest of the contract will remain valid. The invalid provision will be replaced by a provision that comes as close as possible to the original commercial intention.
- d) All agreements between the supplier and the ordering party will be made in writing. The written form will also apply to all changes and/or ancillary agreements before or after the conclusion of contract. The written form is also required for a suspension of this clause stipulating the written form.
- e) The legal relationships in connection with this contract are governed exclusively by German material law, to the exclusion of the United Nations' Convention on the International Sale of Goods (CISG).