

# Conditions of purchase of SensoPart Industriesensorik GmbH

## 1. Scope

Our orders are solely placed on the basis of the following conditions of purchase. We do not accept conditions of sale to the contrary, nor alternative conditions of the supplier, even if we do not specifically object to these. Our conditions of purchase also apply for all future transactions with the supplier, without the need for pointing out separately in each case the validity of the general conditions of purchase. Orders and their modifications and supplements are only valid when we place them in written form.

The supplier shall confirm the order/modification without delay. If we don't receive a confirmation in proper form within 10 days - reckoned from the receipt of order/modification - we shall be entitled to cancel the order, without the supplier being entitled to derive any claims.

We reserve the right to correct errors or misapprehensions in our orders also after conclusion of the contract. If these corrections result in considerable modifications of the contractual obligations to the detriment of the supplier, he shall be entitled to cancel the contract, unless the error or misapprehension was obvious for him.

## 2. Tools

Tools, models, moulds, templates or other samples (hereinafter altogether referred to as „tools“) which we provide to the supplier for the execution of an order, remain our property and are provided to the supplier only on loan. The supplier shall keep the tools in a serviceable condition at his own expense; in particular, he shall service and maintain them appropriately and professionally. The tools shall be stored separately from all other tools in the supplier's possession and marked in such a way that they are clearly identified as our property. They shall be adequately insured against fire, water and theft at the expense of the supplier. After performance of his contractual obligations or if no contract results, or if the contractual relationship is terminated prematurely, the supplier shall immediately return us the tools in good order and condition without further request.

These regulations apply accordingly for tools, which are made by the supplier or his subcontractors for the production of the parts destined for us, and for which we paid all or part of the production cost.

The supplier shall use the tools exclusively in connection with the production of the parts destined for us. He shall commit himself not to leave the tools to third parties without our prior written consent - neither for inspection nor for other purposes. Furthermore, the supplier commits himself not to leave the parts made by means of the tools to third parties without our prior written consent - neither in unprocessed nor in semi-finished or finished condition. The same applies for parts which the supplier developed according to our specifications or with our substantial collaboration (by means of tests, etc).

## 3. Delivery - Delivery dates - Delays - Damage caused by delays

The supplier shall be obliged to inform us immediately in writing if circumstances arise or become apparent that the delivery date cannot be met.

If the day on which the delivery is to take place at the latest can be determined on the basis of the contract, the supplier shall be in default at the end of this day without requiring a reminder on our part.

In the event of a delay in delivery, we shall be entitled without restriction to the statutory claims, whereby we shall only be entitled to exercise a right of rescission or claim damages instead of performance after the fruitless expiry of a reasonable grace period.

In the event of delays in delivery, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty of 1% and a maximum of 5% of the respective order value for each commenced week of delay in delivery. We reserve the right to prove that a higher damage has occurred. The seller reserves the right to prove that no damage at all or only a significantly lower damage has been incurred.

The acceptance of partial deliveries/services or delayed deliveries/services shall not affect our statutory rights and claims.

#### **4. Shipping - Packing - Costs - Transfer of risk**

We shall always be notified about the readiness for shipment. We have a transport insurance. Therefore, the supplier shall inform us without delay about possible transport damages.

The delivery takes place within Germany, "CIP" to the place indicated in the order. If the place of destination is not specified and nothing to the contrary has been agreed, delivery shall be made to our place of business in Gottenheim. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver). This shall also apply if we have assumed the shipping costs on the basis of a special agreement or have the shipment collected from the supplier.

The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the contents of the delivery (article number and quantity) and our order identification (date and number). If the delivery note is missing or incomplete, we shall not be responsible for any delays resulting therefrom. A corresponding dispatch note with the same content shall be sent to us separately from the delivery note.

The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance.

Partial deliveries must be marked as such; they are only to be accompanied by our consent allowed.

The goods to be delivered are to be packed in customary commercial packaging or, at our request, are to be delivered in accordance with to provide our instructions with a special packaging.

The supplier must comply with the regulations of the respective carrier, freight forwarder or forwarding agent. The supplier shall be liable for damage resulting from defective packaging.

Packaging material shall be returned carriage forward at the supplier's expense.

If the required shipping documents for a delivery are not delivered in time, or if the above information is missing in the shipping documents and shipping notes, the goods shall be stored at the expense and risk of the supplier until the arrival of the shipping documents or the complete information.

The risk shall not pass to us until the delivery has been properly handed over. The supplier must have the receipt of the delivery acknowledged in writing by a person authorized by us.

## **5. Prices – Pricing terms – Payment**

All agreed prices are fixed prices and are not subject to subsequent modification, unless otherwise agreed.

Unless otherwise agreed, the prices are quoted free place of destination including the costs for transportation and packing and the disposal of the packing within the scope of the legal specifications.

Unless otherwise agreed, we shall pay invoices within 14 days with a discount of 3 % or within 30 days net. The period shall begin upon receipt of the invoice, but upon receipt of the delivery at the earliest.

Unless otherwise agreed by us, services shall be invoiced on the basis of actual expenditure and individual hours of work.

The invoice must contain the reference to the project, the order number of SensoPart and the respective time sheet. Evidence of performance requires a written countersignature and confirmation from a contact person of SensoPart. If an additional expense is determined, the supplier SensoPart has to prepare a written offer in advance with justification of the additional expense and then its approval or rejection by SensoPart.

Payment periods and discount periods shall be considered as observed when the transfer order or cheque are dispatched in due time.

All payments are effected under reserve and neither imply that we accept the delivery nor that we approve of it.

## **6. Acceptance - Condition - Claims for defects - Duties to examine the goods and to lodge complaints**

We shall accept the goods subject to their correctness and suitability.

All deliveries and services shall comply with the rules of technology as well as the respective statutory provisions in DIN/VDE regulations and other technical standards, in particular with regard to safety and environmental protection. CE conformity must be guaranteed. In all other respects, the goods shall be delivered and rendered with due care customary in the trade, in particular with regard to the intended use or further processing of the goods.

As regards delivery/services, which are based on drawings, plans or other specifications or on order documents which feature characteristics of state, the specifications and characteristics of state contained therein must be strictly adhered to. They have priority over the German Industry Standards which apply apart from that. Modifications in respect of the agreements reached or of earlier services, regarding the execution or quality of the relevant services, may only be carried out by the supplier on condition that a prior sampling and a prior written release has been effected by us.

In cases of doubt, the supplier shall inquire about the specified purpose of use or the nature of further processing.

The supplier shall deliver the goods tested at a rate of 100%. Upon receipt of the deliveries, we shall merely check whether they correspond to the ordered quantity and type, and whether there are apparent transport damages. In addition we shall perform tests under the sampling procedure.

Defects which are not obvious shall be notified to the Supplier immediately after they have been discovered in the ordinary course of business.

The supplier waives all further legal requirements (in particular according to § 377 HGB) for incoming goods inspections as well as inspection and complaint obligations.

If SensoPart detects defects in products within the scope of random sampling tests, SensoPart is entitled, at SensoPart's option, to reject the entire delivery without further examination or to carry out a further examination. The supplier shall bear all costs of further investigations.

A partial acceptance or processing of the delivered parts does not mean an acceptance without complaint. Despite partial use or processing of the parts, all claims for possible defects in the delivery shall therefore remain unaffected.

If, in the case of the applicability of the contract for work and services, the work is afflicted with substantial defects, a claim for payment of a discount shall be excluded.

If SensoPart is requested by the supplier to declare acceptance of a work within a certain period and SensoPart does not expressly object within this period, the work shall not be deemed accepted.

## **7. Force majeure**

Unforeseen events for which we are not responsible, e. g. breakdowns, Strikes, lockouts, changes in laws as well as other cases of force majeure shall release us from the obligation to accept the performance if the performance is no longer usable for us due to these circumstances taking into account economic aspects. In this case we are entitled to withdraw from the contract. In the event that the right of withdrawal is exercised, however, we shall be liable for the proven expenditure incurred by the Supplier in connection with the performance of the contract, unless it is otherwise usable.

This also applies to unforeseen and unavoidable production changes.

## **8. Provision of material and parts - Order documents**

Material or parts that we provide shall remain our property. They shall only be used according to the terms of the contract. A combination, processing or mixture of the material or parts provided by us, shall always be made for us as manufacturer, but without obligation for us. If the (joint) ownership expires due to combination, processing or mixture, it shall be agreed already now that the (joint) property in the newly-created product passes on to us, proportional according to the ratio of value material provisions / value entire product. The supplier shall store the objects in our (joint) property free of charge.

All documents, plans, images, calculations, schemes, manufacturer instructions, samples, drawings etc. (herein after referred to as „order documents“), that we place at the disposal of the supplier for the working out of a quotation or for the execution of an order, shall remain our property. The supplier may use the order documents only in the context of the fulfilment of the contract. The order documents including copies that might have been made, shall be returned to us without further request and free of charge as soon as they are no longer needed for the working out of the quotation and

the execution of the order. The supplier shall commit himself not to disclose the order documents to third parties without our prior written consent and, moreover, to keep the contents of the order documents secret vis-à-vis third parties.

## **9. Transmission of orders**

The passing on of orders to third parties for the fulfilment of existing obligations towards us is not permitted without our prior written consent and entitles us to withdraw from the contract in whole or in part.

If we agree to a transfer, the supplier shall be responsible for the fault of his suppliers and subcontractors to the same extent as his own fault. The Supplier shall be responsible for any act or omission of its suppliers and subcontractors as if it were its own acts or omissions.

## **10. Occupational safety, health and environmental protection**

The Supplier must comply with all applicable regulations valid within the European Union with regard to occupational health and safety, working conditions and environmental protection as well as all applicable laws and regulations. It shall ensure that all its employees and subcontractors or representatives also comply with these regulations, laws and requirements. In particular, compliance with substance bans (RoHS Directive 2011/65/EU with the delegated Directive (EU) 2015/863) and the disclosure of substance information (REACH Regulation (EC) No. 1907/2006) must be observed. Directive 2011/65/EU must also be observed if the products supplied do not fall directly within the scope of the Directive, provided that they could be used in one of the products covered by the Directive.

The Supplier shall be liable for any breach of the above obligations.

In addition, the supplier shall also provide further substance information on request. The request is made when the information is required for the approval of SensoPart products in other countries/regions (e. g. for the so-called China RoHS).

## **11. Retention of title and other security interests**

We shall accept retentions of title by our supplier only in the form of simple retention of title (goods shall remain the property of the supplier until payment of the concerned delivery). All further forms of retention of title (extended retentions of title) and other security interests shall be excluded.

## **12. Liability - Product liability - Quality assurance**

The supplier shall be liable without restriction according to the statutory provisions and the present conditions of purchase – regardless of which cause in law. We hereby expressly veto a limitation of the supplier's liability.

The supplier shall be obligated to indemnify us from claims within the scope of manufacturer's liability and product liability, as far as the error which provokes the liability can be attributed to a product delivered by the supplier, and as far as he cannot provide evidence that the error does not result from his scope of production. The claim shall also comprise the costs of a possible call-back.

The supplier must draw SensoPart's attention to the risks arising from his product in the event of improper use.

The supplier shall be obligated to effect a liability insurance at an adequate amount as provision against the afore mentioned risks and, at our request, to provide evidence of this insurance.

The supplier shall perform a state-of-the-art quality assurance which is suitable regarding nature and extent, and to account for it on demand. At our request, he shall be obligated to conclude a corresponding quality assurance agreement with us, based on the international standards DIN ISO 9001 to 9004 or possible subsequent or subsidiary standards.

### **13. Data protection**

SensoPart is entitled to process the data about the supplier received with regard to or in connection with the business relationship within the framework of the requirements of the DSGVO.

The supplier shall ensure that all persons involved in the provision of the service comply with the statutory provisions on data protection, in particular the DSGVO, in particular with regard to the processing of personal data. An obligation of these persons to maintain data protection secrecy, which is necessary according to data protection, is to be undertaken before the first activity and SensoPart is to be proven upon request.

The supplier shall indemnify SensoPart from all claims and demands of third parties, which are asserted against SensoPart due to a breach of duties as aforementioned, unless the supplier is not responsible for the breach of duty. In such a case, the supplier shall also reimburse SensoPart for all damages as well as the necessary costs and expenses incurred by SensoPart from or in connection with the claim by the third party.

If the Supplier makes use of the services of a subcontractor, the Supplier shall ensure that the subcontractors used by it comply with the statutory provisions on data protection, in particular the DSGVO. The Supplier's indemnity obligation pursuant to the preceding paragraphs shall also extend to these subcontractors.

### **14. Rights of Third Parties**

The supplier warrants that no patents or other industrial property rights of third parties will be infringed by the use of his deliveries and services. If claims are asserted against us by third parties in this respect, the supplier shall be obliged to indemnify us against such claims irrespective of any fault on his part.

In such a case, the supplier shall also be obliged to reimburse us for all damages as well as the necessary costs and expenses incurred by us as a result of or in connection with the claim by the third party.

### **15. Place of fulfilment and jurisdiction - Applicable law**

The place of fulfilment for all deliveries and services shall be our place of business.

The place of jurisdiction shall be the court having jurisdiction for our place of business; however we shall also be entitled to appeal to the court having jurisdiction for the supplier's place of business.

Substantive German law shall apply, excluding provisions governed by the UN Purchase Law Convention (CISG).