

## General Terms and Conditions of Purchase INGUN Prüfmittelbau GmbH, Max-Stromeyer-Str. 162, D-78467 Konstanz

### **I. General**

1. The following General Terms and Conditions of Purchase apply to all contracts brought about by INGUN Prüfmittelbau GmbH, hereinafter referred to as "INGUN", and third parties, hereinafter referred to as the "Supplier", for the provision of deliveries and services by suppliers provided agreements to the contrary have not been entered into with INGUN in individual cases. These are deemed an integral part of all contracts that the INGUN enters into with its suppliers regarding the goods and services offered by INGUN. They also apply to all our future deliveries to and services for INGUN, including if they have not been separately agreed upon again.

2. The terms and conditions of business of our suppliers or third parties shall not apply, including if we do not object to their validity separately in an individual case. Even if we cite a letter containing the terms and conditions of the supplier or a third party, or refer to such conditions, this shall not constitute any kind of consent to the validity of such terms and conditions of business.

### **II. Orders and contracts**

1. Where our offers do not expressly contain a binding period, INGUN may accept orders within a period of 5 days calculated from receipt of the order. Receipt of the declaration of acceptance by INGUN is authoritative for the timely acceptance.

2. INGUN is entitled to amend the delivery time and location at any time by way of written notification for which a period of notice of 10 workdays prior to the agreed delivery date applies. The same applies to amending product specifications provided these can be implemented by the Supplier as part of the normal production process without considerable additional effort whereby the period of notice in such cases is 4 weeks. The additional costs incurred by the Supplier as a result of the amendment shall be reimbursed provided proof of such costs is furnished and such costs are reasonable. If such amendments result in delivery delays that cannot be avoided in the Supplier's normal production and business operations with acceptable effort, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of any additional costs or delivery delays to be expected in the case of careful assessment in good time prior to the delivery date, at least however within 10 working days following receipt of our notification in accordance with sentence 1.

### **III. Prices and payment**

1. The prices apply to the service and delivery scope set out in the order confirmation. In the absence of an agreement to the contrary, the prices are to be understood in euros, being delivered duty paid and include packaging, freight

and shipping costs. On request the Supplier is take back the packaging free of charge.

2. In the absence of an express agreement to the contrary, invoice amounts shall be paid from delivery of the goods or receipt of the service and invoice within 14 days subject to a 3 % trade discount or within 30 days without deductions.

3. Any confirmation of order, delivery documents or invoices are to state INGUN's order number, the product number, delivery quantity and the delivery address. If one or more of these details are lacking and the processing time is delayed as a result, the payment period determined in section III, No. 2, shall be extended by the period of delay.

4. The Supplier is entitled to settle its services electronically with INGUN.

5. In the case of default in payment, INGUN shall be required to pay default interest in the sum of 5 percentage points above the base lending rate p.a.

### **IV. Delivery and delivery time**

1. Deliveries shall apply being delivered duty paid (DAP) provided other terms and conditions of delivery were not expressly agreed upon.

2. The delivery time (delivery date or period) stated in the order by INGUN or agreed by INGUN and the Supplier has binding force. Early deliveries are only permitted following approval by INGUN.

3. The Supplier undertakes to inform INGUN in writing without delay if circumstances arise or become apparent that make it clear that the agreed delivery time cannot be complied with.

4. Without prior approval by INGUN, the Supplier shall not be entitled to provide partial deliveries or render partial deliveries.

5. If the Supplier defaults on delivery or service, or if the Supplier becomes unable to provide a delivery or render a service, for whichever reason, INGUN shall be entitled to the statutory claims without restrictions, including the right of withdrawal, the right to make substitute procurements and claim for damages instead of performance following expiry in vain of a reasonable additional period.

6. INGUN shall be entitled, in the case of a delay in delivery, following a prior written threat directed to the Supplier, to demand a contractual penalty in the sum of 0.5 %, at most 5 %, of the respective order value for each week that commences in which the delivery delay applies. The contractual penalty is to be counted towards the damage

caused by default for which the Supplier is to provide compensation.

#### **V. Samples, production equipment**

1. Production equipment such as models, samples, tools, drawings, diagrams, calculations, descriptions and the like, which INGUN makes available to the Supplier or which are manufactured against payment by the Supplier based on INGUN's requirements, are the property of INGUN. Without express approval by INGUN, the Supplier may neither in full nor in excerpts make such items available to third parties, disclose them to third parties or use or duplicate them itself or via third parties. On request, these items are to be surrendered to INGUN if the Supplier no longer requires them during the normal course of business. If negotiations do not lead to the entering into of a contract, all items surrendered as part of the contractual negotiations are to be returned to INGUN.

2. The Supplier is to label the tools, models, drawings and the like that are made available to the Supplier by INGUN or are manufactured by the Supplier on behalf of INGUN as the property of INGUN, store them with due care, protect them from damage and only use them for contractual purposes. Provided nothing to the contrary is agreed upon, the contracting parties shall each bear half the cost of maintaining and repairing these items. However, insofar as the maintenance and repair costs are attributable to defects in the items manufactured by the Supplier or inappropriate use by the Supplier, its employees or other vicarious agents, such costs shall be borne by the Supplier alone.

#### **VI. Reservation of title**

The Supplier's reservation of title shall only apply insofar as it refers to INGUN's payment obligations for the respective products for which the Supplier reserves ownership. In relation to INGUN, extended reservation of title shall, in particular, not apply.

#### **VII. Warranty claims**

1. In the case of defects, INGUN shall be entitled to the statutory warranty claims without limitations.

2. Notification of quality and quantity variations shall be deemed given in good time if the supplier receives such notification within 7 workdays following receipt of the goods by INGUN. Notification of hidden defects shall be deemed provided in good time if the supplier receives such notification within 7 workdays once such defects are identified.

3. Acceptance and approval of samples and specimens do not constitute any waiving of potential warranty claims.

4. Upon receipt of the written notification of a defect at the Supplier's premises, the period of limitations for warranty and guarantee claims shall be suspended until the Supplier rejects the claim or states that the defect has been rectified or otherwise refuses to continue negotiations regarding our claims. In the case of a Replacement delivery or rectification of defects, the warranty period for replaced

and subsequently improved parts shall start afresh unless based on the Supplier's conduct it is to be assumed that the replacement delivery or rectification of defects apply as a gesture of goodwill or for similar reasons.

#### **VIII. Product liability**

The Supplier is responsible for all claims asserted by third parties regarding personal or material damage that is attributable to a faulty product delivered by the Supplier, and the Supplier undertakes to release us from the resulting liability. We undertake to implement a re-call campaign in dealings with third parties with regard to a defect in a product supplied by the Supplier. All costs associated with the re-call campaign shall be borne by the Supplier.

#### **IX. Property rights**

1. The Supplier is to ensure that its delivery items violate any patents or other third - party property rights of third parties in Germany, the countries of the European Union, Switzerland or other countries in which it manufactures its products or make arrangements to have its products manufactured.

2. The Supplier undertakes to render INGUN exempt from all claims that third parties assert against INGUN regarding the violation of industrial property rights and reimburse INGUN for all necessary expenses that arise in conjunction with the assertion of such claims. This shall not apply provided the Supplier furnishes proof that it is neither responsible for the industrial property right infringement nor should it have been aware of such an infringement while applying the care of a prudent businessman at the time of delivery.

3. This does not affect further-reaching statutory claims regarding defects in title.

#### **X. Spare parts**

1. The Supplier undertakes to keep available spare parts for the products supplied to INGUN for a period of at least 5 years following delivery.

2. The Supplier undertakes to inform INGUN of the production of spare parts that shall be discontinued for the products supplied to INGUN. The Supplier undertakes to draw attention in good time to technical alterations to its products. INGUN is to be notified at least 6 months prior the discontinuation of production or implementation of the technical alteration.

#### **XI. Secrecy**

1. The Supplier undertakes to maintain secrecy regarding the documents and information made available with INGUN's orders and contracts, whether they are of a technical or commercial nature (with the exception of publicly available information), for a period of 3 years from the time of entering into the contract and only use these to execute the order/contract. On request the Supplier shall return to INGUN all documents handed over in conjunction with the order.

2. Without approval by INGUN, the Supplier shall not be entitled to refer to the business association with INGUN on its own advertising material, its advertising brochures or its homepage. The Supplier may not exhibit delivery items manufactured on behalf of INGUN or illustrate these in its advertising material, its advertising brochures or on its homepage.

**XII. Applicable law, place of jurisdiction**

1. If the Principal is a merchant, legal person under public law or special public funds, or if the Principal does not have a general place of jurisdiction in the Federal Republic of Germany, the court with jurisdiction for INGUN's principle place of business shall be deemed the exclusive place of jurisdiction for all disputes resulting from the business relationship.

2. The legal relations between INGUN and the Supplier are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) does not apply.