

#### **§1 General**

- 1) For the legal relationship between the supplier and us, the following terms and conditions apply exclusively in the area of purchase with us. Conditions by the supplier and deviating agreements only apply if we have acknowledged them in writing. Neither our silence nor the acceptance of the service or its payment represents our acknowledgement.
- 2) In case of contradictions between the text of the order or the text of the documents listed in the order and the following General Terms and Conditions of Purchase, the text in the order or the text of the documents listed in the order shall prevail.

#### **§2 Conclusion of Contract and Contract Changes**

- 1) The individual contract/order for the deliveries or services as well as any changes, ancillary agreements, declarations on its termination and other declarations and notifications must be in writing, unless otherwise stipulated in these General Terms and Conditions of Purchase.
- 2) If the supplier does not accept an order within two weeks of receipt, we are entitled to revoke it at any time.
- 3) The relevant General Quality Requirements for Suppliers of IBO GmbH (AA21\_314) in their respective valid version are part of this contract. The documents are available on our website at [www.ibo-tec.de/en/](http://www.ibo-tec.de/en/) and will be made available to the supplier upon request

#### **§3 Delivery and service scope / Changes to the Scope of Delivery / Spare Parts / Subcontractors**

- 1) The Supplier shall ensure that all data and circumstances relevant to the fulfillment of his contractual obligations and the intended use of his deliveries are known to him in good time.
- 2) Offers are free of charge for us.
- 3) Within the bounds of what is reasonable, we can demand design changes of the supplied item from the supplier. The supplier must implement the changes within a reasonable period of time. The consequences, in particular with regard to additional and reduced costs, as well as to the delivery dates, must be settled by mutual agreements.
- 4) The supplier may only assign tasks to subcontractors with our prior written consent.

#### **§4 Prices / Terms of Payment**

- 1) The agreed prices are fixed prices.
- 2) Unless otherwise agreed, payments will be made within 14 days with a 2% discount or within 30 days without deduction. The period begins upon receipt of the contracted delivery and a proper and verifiable invoice (see also 3) of this paragraph). If premature deliveries are accepted, however, the deadline will begin on the agreed delivery date – at the earliest.
- 3) Invoices must be submitted per delivery without copies. They must state the order number, ordered items, commission, supplier number, part numbers, quantities and unit prices, as well as quantities per delivery.
- 4) The supplier agrees to participate in a credit note procedure upon request.
- 5) The assignment of claims against us is effective only with our prior written consent.
- 6) The supplier is only entitled to offset against our claims or to assert a right of retention if and insofar as his claim is undisputed or his counterclaim is legally binding.

#### **§5 Delivery Conditions / Official Permits / Export Control**

- 1) Deliveries shall be made in accordance with DAP (Incoterms 2010) at the place specified by us, including packaging and preservation, unless otherwise specified. Each shipment is to be reported to us and to the consignee specified by us on the day of shipment. Insofar as the supplier has to provide 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 transfer of these documents. Each delivery must be accompanied by a delivery note in duplicate.
- 2) Agreed dates and deadlines are binding. The supplier must notify us in writing of any noticeable delay in performance, stating the reasons and the expected duration of the delay. The supplier can only invoke causes of delay for which he is not responsible if he has complied with the obligation to notify.
- 3) The supplier must inform us about required official approvals and reporting obligations for the import and use of the delivery items. Furthermore, the supplier is obliged to comply with export control regulations and to inform us, unsolicited and in writing, regarding export control marking of the delivery items, according to EU and US law, at the latest at the time of delivery.

#### **§6 Confidentiality / Information**

- 1) The supplier will keep any information given to him, such as drawings, documents, findings, samples, production equipment, models, data carriers, etc. confidential and not make them accessible to third parties (also subcontractors) without our written consent, and only for particular purposes, determined by us. This applies accordingly for reproductions.
- 2) The obligation to maintain confidentiality does not apply to information which was already known to the supplier on receipt, without any obligation of confidentiality, or which becomes legitimately known without any obligation of confidentiality, which are or become generally known without breach of contract by one of the parties, or for which the supplier has been granted written permission to use it otherwise
- 3) The supplier may not advertise his business relationship with us without our written consent.
- 4) We reserve the right of ownership, and all other rights (such as copyrights), for all information provided by us. Reproductions may only be made with our prior written consent. Reproductions become our property upon their production. It is hereby agreed between the supplier and us that the supplier will store reproductions for us.
- 5) The supplier shall carefully store, maintain and insure the documents and objects, as well as reproductions, at its own expense and, at our request, make them available to us, or return or destroy them. He does not have the right of retention, for whatever reason. The complete return or destruction must be confirmed in writing.

#### **§7 Data Protection**

The supplier agrees that we store his data and the data of the contracts concluded with him within the scope of the business relationship using EDP, and only use it for our own purposes within our company. Further agreements on data protection are regulated in separate agreements if necessary.

#### **§8 Quality Management**

The supplier must constantly monitor the quality of his services. Before the respective delivery of the delivery items, the supplier shall ensure that the delivery items specified for the delivery are free of defects and that their quality corresponds

to the agreed technical requirements and confirm this to us in writing.

#### **§9 Entrance Examination / Voluntariness of Random Samples**

- 1) An inspection of goods upon receipt within the scope of §377 HGB only takes place with regard to externally visible damages, transport and packaging damages, as well as quantity and identity. However, if a defect is found, according to the circumstances in the proper course of business, it will be reported by us immediately after discovery. The supplier waives the objection of the delayed notice of defects
- 2) Subject to the above regulation, we are at liberty to perform quality controls (upon receipt, during processing or outbound delivery of the goods). If we carry out such tests on a sub-sample (random sample) selected randomly from a specific delivery for this purpose, then, for the parts found and deemed inappropriate in this case, what is said in 1) applies. On the other hand, we can only return delivery items that have been approved (for reimbursement of the purchase price) if the sub-quantity in question is not of interest to us (for example because of insufficient scope).

#### **§10 Liability for Defects**

- 1) If the delivered goods prove to be defective, we can set a reasonable deadline within which the supplier delivers replacements free of charge or repairs the goods at our discretion. If the purpose requires it, he must also remove the goods from the application, and subsequently assemble and reinstall them again. If he is unable to do so with reasonable effort, we will do this for him at his expense. If the supplier either fails to perform the required supplementary performance, or fails in time, or if two such attempts - in the case of safety-critical defects, we only have to accept one attempt - failed, we can either take the necessary measures ourselves or have them carried out by suitable third parties at the supplier's expense. In this case, a defect is always regarded as safety-critical, in the aforementioned sense, if it assumes the risk of significant injury to people or the damage of items other than the delivery item itself. In this case, the entire rest of the delivery, not examined in detail, regardless of the specific defectiveness of individual items, is considered defective.
- 2) Alternatively, we may reasonably reduce the price of such defective parts or provide them to the supplier for collection and withhold or reclaim the purchase price, or, at the supplier's request and expense, dispose of them properly. We are also entitled to the same rights if the supplier refuses or is obviously unable to provide subsequent fulfilment, or if the damage is insignificant, or if it is unreasonable to wait for subsequent fulfilment due to imminent, unusually high damage.
- 3) The costs to be compensated by the supplier include, in addition to possible installation and removal costs, etc., also the lost profit, recall costs and costs of the production interruption both with us and with our customers, if they hold us liable.

#### **§11 Limitation of Liability Claims / Exemption**

- 1) Unless a longer period of limitation is stipulated by law, the supplier is liable for defects that occur within 36 months from receipt of the delivery by us, or from acceptance (if such is legally or contractually agreed). In the case of subsequent fulfilment, the period is extended by the time during which the delivery item cannot be used in accordance with the contract. The same deadlines apply for subsequent fulfilment. The limitation of claims due to defects occurs at the earliest two months after the claims of the end customer are fulfilled but ends no later than 5 years after delivery to us.

- 2) The supplier has to indemnify us in the event of legal deficiencies of any existing claims of third parties, unless he is not responsible for the legal deficiency. Furthermore, the supplier has to exempt us from claims of third parties due to product liability, if and insofar as the damage is caused by the defect of a delivery item the supplier has delivered. The exemption claim applies insofar as the supplier himself would be liable directly
- 3) In the case of liability based on fault, the duty of exemption only applies if the supplier is at fault.

#### **§12 Property Rights**

The supplier warrants that no third-party property rights are infringed in connection with his delivery. If claims by third parties are made for such an infringement, the supplier must exempt us from all claims and bear all costs and expenses in connection with the claim.

#### **§13 Provision of goods**

Materials, parts, containers, special packaging, tools, measuring equipment or similar provided by us remain our property. In processing, combining, mixing of supplies, we obtain co-ownership of the new product in proportion to the value of the provision of the value of the whole product. The supplier has no right of retention of the supplies, for whatever reason.

#### **§14 Tools**

- 1) Without prejudice to other agreements, we receive full or co-ownership to the extent that we participate in the proven costs for tools for the production of the delivery item. The tools pass into our (co-) ownership with payment. They remain with the supplier on loan.
- 2) The supplier is only authorized with our permission to actually or legally dispose of the tools, to relocate them or to render them permanently inoperative. The tools are to be clearly marked as our (co-) property by the supplier. The supplier bears the costs of maintaining, repairing and replacing the tools. Replacement tools are our property according to our share of the original tool. The co-ownership of a tool gives us a right of first refusal to the co-ownership share of the supplier.
- 3) The supplier must use tools that are in our (co-) ownership exclusively for the production of the delivery items. Upon completion of the delivery, the supplier shall immediately surrender the tools to us upon request. In the case of co-owned tools, we have to reimburse the time value of the co-ownership share of the supplier after receipt of the tool. The supplier is under no circumstances entitled to a right of retention. The obligation to surrender also applies in the event of a petition for insolvency or in the event of a long-term interruption of the delivery.
- 4) The supplier has to insure the tool to the agreed extent and, if no agreement has been made, to the usual extent.

#### **§15 Software**

If the scope of delivery includes non-standardized software, the supplier agrees to carry out updates / changes / improvements to the software against reasonable reimbursement of costs for a period of 5 years after delivery of the delivery item. As far as the software comes from upstream suppliers, he will oblige them accordingly.

#### **§16 Force Majeure / Long-Term Delivery Interruption**

- 1) Natural disasters, civil unrest, official measures and other unforeseeable and unavoidable events exempt the supplier and us from the costs of the disruption and to the extent of their effect performance obligations.

# General Terms and Conditions of Purchase

of IBO GmbH

(In case of dispute, the German version shall prevail.)

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- 2) The affected party must immediately inform the other contracting party comprehensively and do everything in his power within reasonable limits to minimize the impact of such events, and inform the other contracting party without delay of the end of the disruption
- 3) In case of a long-term delivery interruption, cessation of payments or the opening of insolvency proceedings, the refusal to open such proceedings for lack of assets, or the initiation of a similar procedure through one of the contracting parties, the other contracting party is entitled to withdraw from the contract in respect of the part not yet fulfilled.
- 4) If the supplier is affected by one of the above events, he will do everything in his power to relocate the production of the delivery item to us or a third party. This includes the licensing of industrial property rights necessary for production, under conditions customary in the industry.

## §17 Compliance with Anti-Corruption and Antitrust Laws

- 1) The supplier pledges not to commit any acts or omissions which, regardless of the form of participation, are punishable by legal or criminal penalties, in particular for corruption or infringement of antitrust and competition law, by the supplier, by employees of the supplier, or by third parties commissioned by the supplier (hereinafter referred to as "infringement" or "violations").
- 2) The supplier is responsible for taking appropriate measures to prevent infringements. For this purpose, the supplier shall, in particular, oblige the persons employed by him or third parties commissioned by him. The supplier agrees, upon written request from us, to provide information about the aforementioned measures, in particular their content and implementation status.
- 3) The supplier will inform us immediately about the initiation of official investigations for a breach. In addition, we are entitled to request written information about the violation and the measures taken to stop and avoid it in the future if there are indications of a breach by the supplier.
- 4) In case of a breach, we are entitled to demand immediate omission and reimbursement of all damages caused to us by the violation from the supplier.

## §18 Obligation to Comply with Minimum Wage Act

- 1) For our orders for service or work within Germany, the supplier agrees to comply with the provisions of the Minimum Wage Act ("Act on the Regulation of the General Minimum Wage" from August 11th, 2014, as amended)
- 2) In the case of a subcontracted contractor, the supplier assures us by subcontracting that he has satisfied himself of their compliance with the Minimum Wage Act in compliance with due diligence. Other subcontractors are not allowed.
- 3) In the event of an official inspection, the supplier agrees to provide, without delay, all necessary evidence of compliance with the Minimum Wage Act by him and his subcontractors
- 4) In the event of a breach of the obligation under §18 1) to 3), we have an extraordinary termination right.
- 5) Insofar as claims for payment according to § 13 MiLoG in conjunction with § 14 AEntG are made to us by employees of the supplier, or employees of the subcontractors commissioned by him, to carry out our orders, the supplier agrees to indemnify us from such claims in the event of a breach of the obligations under paragraph 1, in the scope regulated in § 14 AEntG. In addition, the supplier has an obligation to indemnify us if and insofar as such a breach by the supplier against the provisions of the Minimum Wage Act, or against the obligations under paragraph 1, causes damage to us otherwise.

## §19 Offset

The supplier acknowledges that we also place the order in fulfillment of existing or future own offset obligations. He agrees to confirm this to the relevant offset authorities as appropriate, and, as far as reasonable, to make and receive the necessary declarations required to recognize this transaction as an offset transaction and to take action (for example, to complete forms and/or issue telephone confirmations).

## §20 Final Provisions

- 1) Place of performance for deliveries and services is the destination specified by us.
- 2) The contractual relationship is subject to German law, with the exception of conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 3) Jurisdiction is Munich, subject to a deviating exclusive jurisdiction. However, we are also entitled to sue the supplier at another competent court.
- 4) Should a provision be or become ineffective, this shall not affect the validity of the remaining provisions.

IBO GmbH