



Terms and Conditions of Purchase

Applicable to business transactions with enterprises, legal entities under public law and special funds under public law.

1. General Provisions

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively; we do not recognize any general terms and conditions of the supplier contradicting or deviating from our Terms and Conditions of Purchase unless we consented in writing to the application thereof. Our Terms and Conditions of Purchase shall also apply if we accept or pay for supplies of products or services from the supplier (hereinafter referred to as Products) although we have knowledge of general terms and conditions of the supplier contradicting or deviating from our Terms and Conditions of Purchase.
- 1.2 Our Terms and Conditions of Purchase, without expressly being referred to in each individual case, also apply to all future supplies and services to us from the supplier pending application of our new Terms and Conditions of Purchase.

2. Execution and Modification of the Contract

- 2.1 Orders, contracts and delivery calls and any alterations and supplements thereto shall be placed and made in writing. Orders may also be placed and delivery calls made by email, remote data transmission or facsimile transmission.
- 2.2 Oral agreements prior to or upon execution of the contract must be confirmed by our purchasing department in writing to be valid. Paragraph 2.1 sentence 2 shall remain unaffected.
- 2.3 Oral agreements after execution of the contract, in particular subsequent alterations and supplements to our Terms and Conditions of Purchase – also including alterations and supplements to this written form clause – and subsidiary agreements of all types, must similarly be confirmed by our purchasing department in writing to be valid.
- 2.4 Cost estimates are binding and free of charge unless otherwise explicitly agreed.
- 2.5 If the supplier fails to accept the order within two weeks of receipt thereof, we are no longer bound by the order. Any delayed acceptance shall be deemed a new offer by the supplier which requires our express acceptance. Delivery calls become binding if the supplier does not raise an objection within five working days of receipt thereof.

3. Delivery

- 3.1 Deviations from our contracts and orders are only admissible after we have given our prior written consent.
- 3.2 Agreed dates and periods are binding. Punctual compliance with a delivery date or period is determined by the date of receipt of the goods by us. If the agreed delivery terms are not “free factory” (DDU (delivered duty unpaid) or DDP (delivered duty paid) according to the International Commercial Terms (INCOTERMS) 2000), the supplier has to make the goods available taking due account of the time for loading and shipment to be coordinated with the carrier.
- 3.3 If the supplier has assumed responsibility for installation or assembly and unless otherwise agreed, the supplier shall bear, subject to any regulations deviating from this, all the necessary incidental costs such as travel expenses, provision of tools and field allowances.
- 3.4 If agreed dates are not met, the provisions of statute shall apply. If the supplier can predict any problems arising relating to production, provision of feedstock, punctual compliance with the delivery date or similar circumstances which could prevent supplier from delivering on time or from delivering the quality agreed, the supplier shall notify our department placing the order without delay.
- 3.5 Acceptance of a delayed delivery or service without reservation does not constitute a waiver of the rights to compensation to which we are entitled due to the delayed delivery or service; this shall apply pending payment in full of the remuneration we owe for the delivery or service affected.
- 3.6 Partial deliveries are inadmissible in principle unless we explicitly consented to them or can be reasonably expected to accept them.
- 3.7 The unit quantities, weights and measures shall be determined by the values we establish at the incoming goods inspection, subject to any other proof.
- 3.8 With respect to software and the software documentation included in the scope of the product delivery, we have, in addition to the right of use to the degree admissible by statute (Section 69a et seq. German Copyright Act (UrhG)), the right to use this with the agreed characteristics and to the extent required for contractual use of the product. We may also make a backup copy without any explicit agreement to do so.

4. Force Majeure

Force majeure, labour disputes, business interruptions without fault, civil commotions, governmental action and other unavoidable incidents entitle us – without prejudice to our other rights – to rescind the contract in whole or in part, insofar as such incidents are not of inconsiderable duration and result in a considerable reduction in our requirements.

5. Notification of Dispatch and Invoice

The details indicated in our orders and delivery calls shall apply. The invoice shall be sent in duplicate to the address respectively printed, quoting our order number, the article number and any other identification data; it may not be enclosed with the consignment.



6. Pricing and Passing of Risk

In the absence of a specific agreement, prices shall be deemed to be free factory, cleared customs (DDP (delivered duty paid) according to the International Commercial Terms (INCOTERMS) 2000) including insurance and packaging. Value added tax is not included therein. The supplier bears the risk to the property pending acceptance of the goods by us or by our agent at the location to which the goods are to be delivered in accordance with the order.

7. Terms of Payment

- 7.1 Unless otherwise specifically agreed, the invoice shall be paid either within 14 days of the due date of the compensation demanded, subject to deduction of a 3% discount, or within 30 days of the due date of the compensation demanded with no deduction of discount, provided that both the invoice and the goods have been received or the service rendered. Payment shall be effected subject to verification of the invoice.
- 7.2 We may exercise our statutory rights of set-off and retention as well as the right to refuse performance in accordance with Section 320 German Civil Code [BGB]. Our rights include, but are not limited to, the right to refuse payment, provided we still have outstanding claims against the supplier resulting from incomplete or defective goods or services.
- 7.3 The supplier may only claim a set-off or exercise rights of retention to the extent that its claim is uncontested or has become res judicata.

8. Claims on account of Defects and Recourse

- 8.1 The statutory provisions governing defects as to quality and defects of title shall apply save as otherwise provided hereinafter.
- 8.2 Acceptance shall be effected subject to the reservation of an examination of the goods to ascertain whether they are free of defects, in particular including the accuracy, completeness and suitability thereof.
- 8.3 The legal obligation to examine goods upon delivery and notify the delivering party of any defects shall be subject to the applicable statutory provisions (Secs. 377 and 381 German Commercial Code (HGB)) with the following exception: Our obligation to inspect goods upon delivery shall be restricted to defects that can be detected by means of visual inspection including the delivery documents (e.g. transportation damage, wrong or short deliveries). In case acceptance has been agreed, we shall not be obliged to inspect the goods. In all other respects, these obligations shall be dependent on whether and to what extent an inspection of deliveries can be conducted with reasonable effort in the ordinary course of business in each individual case. The above provision does not affect the obligation to notify supplier of defects discovered at a later time. In all cases, a complaint (notice of defects) shall be considered to have been made in due time and without delay if the supplier receives this notice within 10 calendar days.
- 8.4 In principle we have the right to choose the type of supplementary performance. The supplier has the right to refuse the type of supplementary performance selected by us subject to the preconditions set forth in Sec. 439 (4) German Civil Code [BGB].
- 8.5 If the supplier does not start to rectify a defect without delay after our demand to do so, we have the right, in urgent cases, in particular in order to avert acute danger or avoid greater damage, to effect this ourselves or to have it effected by a third party at the supplier's expense.
- 8.6 The limitation period for claims for defects as to quality is three years unless the Product was used for a building construction in accordance with its customary use and caused the defectiveness thereof. The limitation period for claims for defects as to quality starts to run when the Product is delivered (passing of risk).
- 8.7 In the event of defects of title, the supplier shall also indemnify us against any third party claims which may exist. The limitation period for defects of title is five years.
- 8.8 The limitation period for parts of the delivery repaired or completely overhauled during the limitation period of our claims on account of defects shall start to run anew from the time when the supplier fulfils in full our claims for supplementary performance, unless the supplier expressly declares that the replacement delivery was made out of goodwill and/or to avoid disputes and/or to secure the continuation of the supplier relationship.
- 8.9 If we incur costs due to the defective supply of the Products, in particular, transport, carriage and labour costs, costs of materials or the costs of any incoming goods control exceeding the normal scope, the supplier shall bear such costs.
- 8.10 If we recover products manufactured and/or sold by us as a result of the deficient nature of the Products supplied by the supplier, or if the purchase price due to us is reduced for this reason, or if a claim is otherwise asserted against us for this reason, we reserve the right to take recourse against the supplier, whereby it is not necessary for a deadline to be set for our rights on account of defects, which deadline is otherwise required.
- 8.11 We have the right to demand that the supplier reimburse the expenses which we incurred in relationship to our customer because our customer has a compensation claim against us for the expenses required for supplementary performance, in particular on transport, carriage and labour costs and the costs of materials.
- 8.12 Notwithstanding the provision contained in paragraph 8.6, the limitation period in the cases covered by paragraphs 8.10 and 8.11 shall not take effect until, at the earliest, two months after the date on which we perform the claims asserted against us by our customer, but no later than 5 years after delivery by the supplier.
- 8.13 If a defect as to quality becomes evident within six months of the passing of risk, it is assumed that this defect already existed at the time of the passing of risk, unless such assumption is irreconcilable with the type of the thing or the defect.



9. Product Liability and Recall

In the event that a product liability claim is asserted against us, the supplier is obliged to indemnify us against such claims, if and insofar as the damage was caused by a defect in the Product supplied by the supplier. In cases of liability dependent on fault, this only applies, however, if the supplier is at fault. Insofar as the cause of the damage lies in the supplier's area of responsibility, the supplier has the burden of proof in this respect. In the foregoing cases the supplier assumes all the costs and expenses, including the costs of any legal action or recall action. In all other respects the provisions of statute shall apply. The supplier shall maintain a sufficient product liability insurance policy at its own expense. Upon request, supplier shall provide us with the corresponding proof of insurance.

10. Conducting Work

Persons working on the factory site in performance of the contract must comply with the provisions of the respective Plant Regulations. Liability is excluded for accidents suffered by such persons on the factory site, unless or to the extent that this was caused by deliberate or grossly negligent breach of duty by our statutory representatives or persons employed in the performance of an obligation.

11. Retention of Title, Provision of Materials

- 11.1 Title to the goods shall pass to us upon delivery regardless of whether the price has already been paid. However, in the event we accept an offer of the supplier subject to full payment of the agreed price in individual cases, title to the goods shall pass upon full payment of the goods delivered. Any extended reservation of title on the part of the supplier is hereby excluded.
- 11.2 Materials, parts, containers and special packaging provided by us remain our property. They may only be used in accordance with their designated purpose. The materials are processed and parts assembled on our behalf. It is agreed that we are joint owners of the products manufactured using our materials and parts in the same ratio as the value of the parts we provided in proportion to the value of the overall product, which shall be kept safely by the supplier on our behalf to this extent.

12. Documentation and Secrecy

- 12.1 All of the business and technical information we have made available (including features which can be derived from any items, documents or software provided, and other knowledge or experience) is to be kept secret with regard to third parties to the extent that and as long as it is not provably public knowledge; in the supplier's own business it may only be made available to those persons who necessarily have to be involved for the purpose of the supply to us and who are also obliged to confidentiality; it shall remain our exclusive property. Without our prior written consent such information may not be duplicated or used commercially – except for the purpose of supplies to us. At our request all of the information stemming from us (if appropriate including any copies or records made) and items provided on loan are to be returned to us in full without delay or to be destroyed. We reserve all rights to such information (including copyright and the right to register industrial property rights such as patents, utility models, semi-conductor protection etc.). To the extent that it was made available to us by third parties, this legal reservation also applies in favour of such third parties.
- 12.2 Any products manufactured in accordance with documentation drafted by us such as drawings, models etc., or which have been manufactured in accordance with our confidential information, our tools or copied tools, may not be used by the supplier itself nor offered or supplied to third parties. This also applies by analogy to our printing orders.

13. Place of Performance

Place of performance is the place to which the goods have to be delivered in accordance with the order.

14. Compliance

- 14.1 The supplier shall observe the relevant technical standards (including, but not limited to, DIN standards, VDE regulations, VDI guidelines) and the applicable legal and statutory regulations on product safety (including, but not limited to, the German Product Safety Act), the internationally accepted minimum labour standards, including, without limitation, all conventions of the International Labour Organization (ILO) on employment rights, working hours, and health & safety, as well as all other applicable legal and official regulations.
- 14.2 The supplier is obliged to comply with the requirements of the Regulation (EC) 1907/2006 (hereafter referred to as "REACH-Regulation") and the EC Directive 2011/65/EU (hereafter referred to as "RoHS-Directive") in their most recently revised form at the time of the delivery, and to fulfil all of the duties which concern suppliers according to the REACH-Regulation and the RoHS-Directive. The supplier will place a safety data sheet at our disposal according to Article 31 REACH-Regulation. In addition, the supplier will inform us, unsolicited and without delay before a delivery, if a "substance of very high concern" as described by Articles 57 to 59 of REACH-Regulation is contained in a component or in the packaging of a good in a mass concentration of more than 0.1 percent. The Supplier guarantees that the goods comply with the requirements of the RoHS-Directive and will provide us with a respective written confirmation of the RoHS conformity.
- 14.3 The supplier shall neither actively or passively nor directly or indirectly participate in any form of bribery or corruption, human rights violations or the discrimination of its employees, forced labour or child labour.



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15. General Provisions

- 15.1 If one of the provisions of these Terms and Conditions or of the further contracts agreed should be or become ineffective, this shall not otherwise affect the remainder of the provisions. The contracting parties are obliged to replace the ineffective provision by a provision approximating most closely the economic intent of the ineffective provision.
- 15.2 The courts of Stuttgart, Germany, shall have jurisdiction and venue in the event of any and all legal disputes arising either directly or indirectly from contractual relationships based on these Terms and Conditions of Purchase. Furthermore we have the right to elect to take legal action against the supplier either at the court with jurisdiction over the supplier's registered office or branch or at the court at the place of performance.
- 15.3 The contractual relations shall be governed exclusively by German law to the exclusion of the provisions of the conflict of laws and the UN Convention on the International Sale of Goods (CISG).

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