

General Terms and Conditions of Purchase of Omnitron Griese GmbH

1. Scope

- 1.1 General Terms and Conditions of Purchase of Omnitron Griese GmbH (hereinafter referred to as User) are valid unless expressly agreed otherwise in writing between User and contractor (hereinafter referred to as Supplier). Any contrary or contradictory general terms and conditions of the Supplier shall not be recognised.
- 1.2 The Purchasing Conditions apply only to companies and legal persons governed by public law. Insofar as contracts are concluded with private individuals, individual agreements or separate general terms and conditions shall apply.

2. Orders

- 2.1 Orders of the User as well as any kind of changes and additions to orders placed must be made in writing.
- 2.2 The User is entitled to revoke his orders at any time free of charge if the Supplier does not confirm the order unchanged within one week after the order.
- 2.3 Changes to order contents will only be accepted if the User agrees to the changes in writing. Assumptions of deliveries, services or payment are subject to reservation.
- 2.4 Only declarations received in writing or in text form which comply with statutory and commercial minimum requirements (quantity, price, delivery time, terms of payment, terms of delivery etc.) shall be accepted as order confirmations.
- 2.5 The Supplier shall provide all services and deliveries free from rights of third parties.

3. Delivery time

- 3.1. The Supplier shall immediately inform the User in writing of any delay in delivery. The Supplier shall be in default without further written reminder and/or further setting of dates.
- 3.2 The User shall be entitled to withdraw from the order irrespective of a grace period. The right to claim damages remains unaffected. The User shall also be entitled to withdraw from the contract if the Supplier is not to blame for the delay. Any additional costs incurred by the User shall be borne by the Supplier (including a covering purchase).
- 3.3 In the event of default, the User shall be entitled to demand lump-sum damages for default in the amount of 1.5% of the order value per week (but no more than 10%). Beyond that the legal regulations remain unaffected. The User reserves the right to demand a contractual penalty for non-performance until the final payment.

4 Delivery

- 4.1 Each delivery shall be “free domicile” or “free place of destination” including packaging. Additional costs for transport to meet the agreed delivery date shall be borne by the Supplier.
- 4.2 The Supplier shall enclose the necessary delivery note with each order. This contains information about order number, article number, quantity, certificates, UL-tests as well

as other product-dependent information resulting from the intended use of the product. These include, among other things, a conformity statement with the order requirements ("Declaration of Conformity") as well as confirmation of a 100% quality test on goods issue, if this was required when the order was placed.

- 4.3 Each delivery shall comply with statutory minimum standards (e.g. labelling of dangerous goods, use of necessary means of transport).
- 4.4 Performance and transfer of risk shall take place exclusively at the place of destination defined in the order; normally at the location of the user's premises. The delivery is only accepted under reservation until the incoming goods inspection and release. Hidden defects shall only be notified within a reasonable period of time immediately after they have been identified.

5 Prices and payment terms

- 5.1 All order prices are binding and are understood to be "free domicile" or "free place of destination" incl. packaging plus value added tax.
- 5.2 Unless expressly agreed otherwise in writing, the standard purchase conditions shall apply, i.e. 10 days 3% discount up to 30 days net.
- 5.3 All details of the order must be stated in the invoice. In the event of missing or incomplete information, in particular in the absence of statutory provisions, these invoices shall not be due for payment and shall therefore not be payable. Any time limits (e.g. cash discounts) only commence with the receipt of the corresponding documents by the User. Payment periods are suspended until the defect has been completely remedied.
- 5.4 The statutory rights of set-off and retention shall apply. Any assignment of claims by the Supplier to third parties is excluded by the User.

6 Safety and environmental protection

- 6.1 All deliveries must be dispatched in accordance with the statutory and all safety and environmental protection conditions including the "Ordinance on Hazardous Substances", "ElektroG", "Reach", "BattG" and the "Transport of Dangerous Goods" regulations as well as all recommendations of the associations VDE, VDI, DIN in the currently valid version.
- 6.2 The Supplier alone is responsible for compliance with the accident prevention regulations when delivering and rendering services. Any necessary protective regulations, protective devices and any instructions given by the manufacturer must be supplied free of charge.

7 Inspection for defects/Liability

- 7.1 The User shall be obliged to inspect the goods within a reasonable period of time for recognisable (external or obvious) deviations in quality and quantity; the notice of defects shall be deemed to have been given in good time if it is received by the Supplier within a period of 10 working days from receipt of the goods or, in the case of hidden defects, from discovery.
- 7.2 The User shall be entitled to remedy the defects himself at the Supplier's expense if there is imminent danger or special urgency. The statutory warranty claims for defects shall apply. The User is entitled, at his option, to demand removal of the defect or

delivery of a new item. In any other remaining cases, the statutory provisions shall apply accordingly.

- 7.3 The limitation period shall not commence before the defect has been identified. In all other respects, the statutory regulation shall apply with regard to limitations.

8 Quality standards

- 8.1 The Supplier guarantees the careful selection and constant inspection of his products. The Supplier's products have the quality and condition characteristics specified by the User in accordance with specifications, drawings, samples and other descriptions.
- 8.2 If the User requests initial samples or selection samples, the Supplier may only commence series production upon receipt of express written approval (release without conditions).
- 8.3 The Supplier shall always inspect its products and goods for quality and shall align them with the state of the art. Any amendments to the Changes to the delivery item always require the prior written consent of the User.

9 Product liability, insurance cover and indemnity

- 9.1 Any product damage which falls within the Supplier's sphere of control and organisation shall be compensated by the Supplier to the User. To this extent, the User shall be indemnified by the Supplier against claims for damages by third parties - upon first request. A further liability of the Supplier towards third parties remains unaffected.
- 9.2 Within the scope of the liability for damages in accordance with Item 9.1, the Supplier shall also be obliged to reimburse any expenses in accordance with the statutory liability regulations which result from or in connection with a recall action carried out by the User. In this case, and if possible and reasonable, the Supplier shall be informed of the recall measures to be taken and shall be given the opportunity to comment. Further legal claims shall remain unaffected.
- 9.3 The Supplier is obliged to maintain a product liability insurance with a coverage sum of 5 million € per personal injury/property damage - lump sum; further claims for damages remain unaffected.

10 Customs duty, import and export regulations

- 10.1 All deliveries which do not take place within the European Union shall be delivered duty paid in full with indication of the corresponding statistical goods number. Within the framework of Regulation (EC) 1207/2001, the Supplier shall be obliged to provide any declarations and information required at its own expense, to permit inspection by the customs authorities and to provide all necessary official confirmations. The Supplier shall be obliged to supply the User with information on any licensing requirements for exports (including re-exports) in accordance with German, European and US export and customs regulations as well as export and customs regulations of the country of origin of the goods and services or to transmit such information in writing without being requested to do so.

11 Confidentiality and technical documents

- 11.1 The means of production, tools, technical documents, specifications, utility models as well as all types of trademark, copyright and other property rights provided by the User shall remain the property of the User. All copies made must be returned to the User

upon request or destroyed as required. All objects and documents may neither be made accessible to third parties nor passed on in any other way. All such documents and items shall be stored separately from the Supplier's property free of charge and insured by the Supplier against fire, water and theft in accordance with the replacement value.

- 11.2 The Supplier undertakes to maintain full confidentiality with regard to products, services and materials owned by the User. Data may only be passed on with the express written consent of the user. Contraventions will trigger claims for damages in favour of the user and remain reserved.

12 Property rights

- 12.1 The applicant is responsible for ensuring that third-party rights are not violated.

13 Place of fulfilment

- 13.1 Place of fulfilment shall be the delivery address.

14 Jurisdiction and applicable law

- 14.1 Jurisdiction is the competent court for the place of business of the User.
- 14.2 German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

15 Severability clause

Should individual provisions or clauses of these General Terms and Conditions be or become invalid, this shall not affect the validity of the other provisions.