

I. Applicable conditions

1. The legal relationships between the contractor and EC with regard to the purchase of goods ("delivery items") and work or services ("services") shall be governed by these General Terms and Conditions of Purchase (the "Terms and Conditions of Purchase"). Amendments and supplements must be made in writing.

2. These Terms and Conditions of Purchase shall apply exclusively. Conflicting, deviating or supplementary general terms and conditions of the Contractor are hereby rejected and shall not become part of the contract unless EC expressly agrees to their validity in writing. This requirement of consent shall apply in any case, for example, even if EC is aware of the General Terms and Conditions of Business. General Terms and Conditions terms and conditions of the Contractor, EC accepts the Contractor's delivery items or services without reservation.

3. These Terms and Conditions of Purchase shall also apply in the version current at the time of EC's order as a framework agreement (Section 305 (3) BGB) for similar subsequent contracts with the same contractor without EC having to refer to them again.

II. order

1. Only written orders or orders confirmed in writing by EC shall be binding. The Contractor's confirmation on the "Orders" form is required for the effective acceptance of EC's order.

2. The Contractor can only accept orders from EC within the binding period specified therein, if applicable, otherwise within 10 working days (Monday to Friday) from the order date specified therein. Delivery call-offs shall become binding at the latest if the Contractor does not object within 10 working days of receipt.

III. Price and payment

1. The agreed prices are fixed prices and are understood - plus the applicable value-added tax - to include all services and ancillary services of the Contractor (e . g. assembly, installation, commissioning).

/assembly, mounting, installation, commissioning, set-up/adjustment) as well as the shipping and transport services, packaging, insurance and other ancillary costs agreed in VI.1 or otherwise. If an "ex works" or "ex warehouse" price has been agreed, EC shall only reimburse the Contractor for the most favourable freight costs. The type of pricing shall not affect the agreement on the place of fulfilment.

2. EC shall pay within 14 days of receipt of the complete delivery or service and receipt of the invoice with a 3% discount or within 30 days net. If early deliveries or services are accepted, the due date shall be based on the agreed delivery or service date.

3. In the event of defective delivery or performance, EC shall be entitled to withhold payment in full until proper fulfilment. The Contractor shall only have a right of set-off or retention due to legally established or undisputed counterclaims.

4. EC shall not owe any interest on arrears (§§ 352, 353 HGB). The statutory provisions shall apply to EC's default in payment.

IV. Duty to inspect and give notice of defects

The statutory provisions (§§ 377, 381 HGB) and the provisions in this Section IV shall apply to EC's commercial obligation to inspect and give notice of defects. EC's obligation to inspect is limited to defects which become apparent during the incoming goods inspection under external examination, including the delivery documents (e.g. transport damage, incorrect and short deliveries). If acceptance has been agreed, there is no obligation to inspect the goods. EC's obligation to give notice of defects discovered later remains unaffected. In the cases of sentence 2 (obvious defects; random sampling procedure), EC's complaint (notification of defects) shall be deemed immediate if EC sends it within eight (8) working days of receipt of the goods. In the cases of sentence 4 (later discovery), this period shall be three (8) working days from discovery.

V. Reservation of rights; confidentiality

1. EC reserves the right to all documents, materials and other items provided to the Contractor (e.g. order documents, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and objects).

2. The Contractor shall be obliged to keep the aforementioned documents, materials and other items strictly confidential and only disclose them to third parties, utilise them, modify them, reproduce them or make them accessible or communicate them to third parties with the express consent of EC. He must use them exclusively for the contractual purposes and return them to EC in full at EC's request and destroy (or delete) any existing (including electronic) copies insofar as they are no longer required by him in the ordinary course of business and in accordance with statutory retention obligations. Upon request, the customer shall confirm to EC the completeness of the return and destruction/deletion or explain which of the above-mentioned documents, materials or other items it still believes it needs for the above-mentioned reasons. The confidentiality obligation shall not expire, even after expiry of the contract, until the knowledge embodied in the documents, materials and other objects is common property. The Contractor shall oblige its subcontractors accordingly.

3. The above provision shall also apply accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that EC provides to the Contractor for production. Such items shall - as long as they are not processed - be stored separately at the Contractor's expense and insured to an appropriate extent against destruction and loss.

4. Advertising measures relating to the business relationship of the contractual partners are only permitted with their written consent.

VI. Delivery dates and delivery periods

1. DDP Incoterms (2020) apply to all deliveries

(in relation to the delivery address specified in EC's order or, if no such address is specified, the respective ordering location), unless expressly agreed otherwise.

2. Agreed delivery and performance times are binding. If the delivery or performance time is not specified in the order and has not been agreed otherwise, it shall be [2] weeks from the conclusion of the contract. The Contractor is obliged to inform EC immediately in writing, no later than 3 working days after becoming aware of the reason for the delay, if he is unlikely to be able to meet agreed delivery or performance times - for whatever reason. The receipt of the delivery items together with the delivery note by EC or the completion of the services shall be decisive for compliance with delivery or service deadlines and delivery or service periods.

3. If the day on which the delivery or service is to take place at the latest can be determined on the basis of the contract, the Contractor shall automatically be in default at the end of this day without the need for a reminder from EC; however, the statutory requirement to set a deadline prior to cancellation or a claim for damages instead of performance shall remain unaffected.

4. The risk of accidental loss and due deterioration of the delivery items shall pass to EC upon handover at the place of fulfilment. If acceptance has been agreed, the risk shall only pass to EC upon successful acceptance; the statutory provisions of the law on contracts for work and services shall apply accordingly to acceptance.

The Contractor shall manufacture the contractual object in compliance with the EU directives/EU regulations, standards, laws and the state of the art applicable at the time of delivery. The Contractor is also obliged to deliver the delivery item with all necessary labelling (in particular any required CE marking), a detailed risk assessment including internal and external testing documentation (e.g. by external testing institutes or notified bodies) and an EU declaration of conformity (if required by law).

VII. Third-party participation and assignment of receivables

1. Deliveries of delivery items to third parties must be made by the Contractor on behalf of EC if EC has noted this on the order.

2. The subcontracting according to technology or value of important service or delivery parts requires the prior express consent of EC.

3. Assignments of claims from orders placed with EC are only permitted with the prior written consent of EC.

VIII. Contractual penalty and damage caused by delay

1. If the contractor fails to meet an agreed delivery or service deadline, EC shall be entitled to a contractual penalty of 0.2% of the net price of the delayed delivery or service per working day, up to a maximum of 5% of the total order value.

2. The claim is due immediately.

3. The assertion of further claims remains unaffected. EC reserves the right to prove higher damages and the Contractor reserves the right to prove that EC has incurred no damages at all or only significantly lower damages. The forfeited contractual penalty shall be offset against the damages accordingly.

IX. Force majeure

Force majeure, labour disputes, civil unrest, governmental

The contractual partners shall be released from their performance obligations for the duration of the disruption and to the extent of its effect in the event of unforeseeable, unavoidable and serious events. This also applies if these events occur at a time when the affected contractual partner is in default. The contractual partners are obliged to provide the necessary information without delay within the scope of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

X. Quality of the delivery items and services The execution of the delivery items and services must correspond to the state of the art. The Contractor must comply with the applicable safety, labour and environmental protection regulations. Changes to the delivery item or the services to be provided require the written consent of EC.

The contractual performance shall comply with the generally applicable legal provisions, the state of the art at the time of handover and the agreed specifications and other requirements. The Contractor warrants that its products comply with the provisions of Regulation No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH Regulation). This also applies if he is not based in the EU; in this case he shall appoint a natural or legal person based in the EU to fulfil the obligations for importers as his sole representative (see Art. 8 of the REACH Regulation). The substances contained in the delivery item have been pre-registered or registered to the extent required under the provisions of the REACH Regulation. The Contractor shall comply with all obligations applicable under the REACH Regulation. The delivery item does not contain any substances of very high concern (SVHC) within the meaning of Art. 57 of the REACH Regulation and no substances on the currently valid list of substances eligible for inclusion in Annex XIV (so-called candidate list) pursuant to Art. 59 of the REACH Regulation. The Contractor shall inform EC immediately in writing, stating the concentration in mass per cent, if an ordered and/or already delivered delivery item contains such substances - for whatever reason.

XI. Guarantee

1. All defects in the delivery items or services notified within the warranty period shall be remedied by the Contractor upon request and at EC's discretion either by rectification or replacement delivery. Subsequent fulfilment shall also include the removal of the defective delivery items and the installation of defect-free delivery items if the delivery items have been installed in another item in accordance with their intended purpose. The defect shall be remedied by the Contractor at the location of the delivery item at the time the defect is discovered, unless the contracting parties agree that the nature and extent of the defect necessitates remedy at the supplying plant. The expenses required for the purpose of inspection and subsequent fulfilment shall be borne by the Contractor even if it turns out that there was actually no defect. EC's liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; however, EC shall only be liable in this respect if EC recognised or was grossly negligent in not recognising that there was no defect.

2. If the Contractor does not fulfil the obligation of subsequent performance within a reasonable period set by EC, EC may remedy the defect itself or have it remedied (self-remedy) and demand reimbursement of the necessary expenses or a corresponding advance payment from the Contractor. If the subsequent fulfilment by the Contractor has failed or is unreasonable for EC due to special circumstances (e.g. due to particular urgency, endangerment of operational safety or imminent occurrence of disproportionately high damage), no - possibly renewed - deadline is required; EC shall inform the Contractor of such circumstances without delay, if possible before our self-performance.

3. The Contractor shall bear the procurement risk for its delivery items and services, unless expressly agreed otherwise (e.g. a stock obligation).

4. EC shall make the parts it replaces available to the Contractor at the Contractor's request and at the Contractor's expense.

5. Unless otherwise stipulated above, the warranty shall be governed by the statutory provisions.

XII. Producer liability

1. Insofar as the contractor is responsible for product damage, he is obliged to indemnify EC against claims for damages by third parties insofar as the cause lies within the contractor's sphere of control and organisation and he himself is liable in the external relationship.

2. Within the scope of his indemnification obligation, the Contractor shall reimburse expenses in accordance with Sections 683, 670 BGB arising from or in connection with claims asserted by third parties, including recall actions carried out by EC. EC shall inform the Contractor about the content and scope of recall measures - as far as possible and reasonable - and give him the opportunity to comment. Further statutory claims remain unaffected.

3. The Contractor shall take out and maintain product liability insurance with a lump sum cover of at least EUR 10 million per personal injury/property damage claim

XIII. Supplier recourse

1. The statutory rights of recourse within a supply chain (supplier recourse in accordance with §§ Sections 445a, 445b, 478 BGB) are available to EC without restriction in addition to the claims for defects. In particular, EC is entitled to demand exactly the type of subsequent fulfilment (rectification or replacement delivery) from the contractor that EC owes its customer in the individual case. EC's statutory right of choice (§ 439 para. 1 BGB) is not restricted by this.

2. Before EC recognises or fulfils a claim for defects asserted by its customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2) and (3) BGB), EC shall notify the customer and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is reached, the claim for defects actually granted by EC shall be deemed to be owed by EC's customer. In this case, the Contractor shall be responsible for providing evidence to the contrary.

3. EC's claims arising from supplier recourse shall also apply if the defective delivery items have been further processed by EC or another company, e.g. by installation in another product.

XIV. Statute of limitations

1. The limitation period shall be governed by the statutory provisions, subject to the following paragraphs.

2. Notwithstanding § 438 Para. 1 No. 3 BGB and § 634a para. 1 no. 1 BGB, the general limitation period for contractual claims due to material defects and defects of title is three (3) years from delivery. Delivery shall not depend on the transfer of risk, but on the fact that the delivery items come into EC's sphere of control or that EC can take them over without further ado or at least inspect them completely. Insofar as acceptance has been agreed or work services are provided, the limitation period shall only commence upon acceptance.

3. Notwithstanding the above paragraph, claims arising from defects of title shall not become time-barred as long as the third party who is the holder of the claim or right giving rise to the defect can assert this claim/right against EC - in particular in the absence of a limitation period.

4. Upon rectification of a defect or subsequent delivery of a defect-free item or production of a new defect-free work, the limitation period for EC's warranty claims shall recommence with regard to the repaired or previously defective, replaced parts/work, unless EC had to assume from the Contractor's behaviour that the Contractor did not consider itself obliged to rectify the defect or make a subsequent delivery, but only did so as a gesture of goodwill or for similar reasons.

XV. Retention of title; further processing

1. The transfer of ownership of the delivery items to EC shall take place unconditionally and irrespective of the payment of the purchase price by EC upon handover of the delivery items. If, however, a retention of title of the Contractor should be agreed in individual cases, all forms of (a) extended, (b) extended to resale, processing or transformation or (c) forwarded retention of title shall be excluded in any case, so that the retention of title shall only apply until payment of the delivery items delivered to EC in each case and only for these respective delivery items.

2. In the event of processing or transformation as well as combining, mixing or blending of the delivery items delivered to EC, EC shall be deemed to be the manufacturer and shall acquire co-ownership or, if applicable, full ownership of the end product at the latest with the aforementioned actions in accordance with the statutory provisions.

XVI. Property rights

1. The Contractor warrants that the delivery items supplied by it and the services provided by it do not infringe any third-party property rights in countries of the European Union (EU) and the European Economic Area (EEA), Switzerland, the USA, Canada or other countries in which it manufactures the delivery items or has them manufactured.

2. The Contractor shall indemnify EC against all claims asserted by third parties against EC due to the infringement of industrial property rights referred to in the above paragraph and shall reimburse EC for all necessary expenses in connection with this claim. This shall not apply if the Contractor proves that he is not responsible for the infringement of property rights nor should he have been aware of it at the time of delivery or provision of the service if he had exercised due commercial care. The obligation to indemnify shall also not apply if the contractor has manufactured the delivery items or services according to drawings, models or other equivalent descriptions or information provided by EC and does not know and

does not need to know that this will result in the loss of property rights.

3. The Contractor undertakes to inform EC immediately of any risks of infringement and alleged cases of infringement that become known.

4. At EC's request, the Contractor shall inform EC of the use of published and unpublished own and licensed property rights and property right applications for the delivery items and services.

5. By sending the technical documents (in particular the operating instructions, the risk assessment and other documents required for the integration of the delivery item into other products), the Contractor grants EC the economic right of use for the further use of the technical documents, insofar as this is necessary for the preparation of documentation in connection with machines and systems sold by EC.

XVII. Special provisions for the provision of services / safety regulations

1. The Contractor shall provide its services independently and on its own responsibility. He is not subject to any professional and/or disciplinary instructions from EC. The Contractor and the personnel deployed by him are not in a labour or employment relationship with EC, nor in an employee-like relationship. EC is exclusively entitled to the right to concretise the respective service vis-à-vis the Contractor under the work or service contract.

2. The Contractor shall provide the material required for the provision of the services as well as any tools and other aids itself. The Contractor is obliged to ensure careful and safe storage of the property, material or other equipment brought in by its personnel and to insure it against loss or damage. EC shall not be liable for loss or damage except in cases of intent or gross negligence.

3. After completion of the service provision, the contractor must clean the workplace and take the material, including dismantled material, with him in its entirety and, if necessary, dispose of it properly at his own expense.

4. The Contractor undertakes to observe the usual safety regulations as well as any safety regulations communicated or specified by EC and to ensure that its employees and any subcontractors used in individual cases also comply with them.

XVIII. Minimum Wage Act / Employee Wages Act

1. The Contractor warrants that it will fulfil its obligations under the German Posted Workers Act (Arbeitnehmerentsendegesetz - A-EntG) and the German Minimum Wage Act (Mindestlohngesetz - MiLoG). The Contractor shall also provide a corresponding guarantee for any subcontractors employed by it with the prior written consent of EC.

2. The Contractor shall indemnify EC against all claims asserted against EC by employees of the Contractor or by employees of any subcontractors used in individual cases on the basis of the MiLoG or the AEntG and shall be liable for the damages and costs resulting from disputes arising in this context. The claims according to sentence 1 do not exist if the contractor proves that he is not responsible for the infringement. § Section 774 BGB (statutory subrogation) remains unaffected.

3. The Contractor undertakes to provide EC with records of wages (documents in accordance with Section 17 MiLoG) in compliance with the relevant data protection regulations, i.e. if necessary in (partially) anonymised and/or (partially) redacted form and/or a declaration from a tax advisor on the payment of the minimum wage immediately upon request. In addition, the Contractor undertakes to provide EC with immediate information and proof of background checks and extracts from the central trade register as well as certificates of non-objection from the social insurance institutions upon request.

4. If the Contractor breaches the obligations incumbent on it under this Section XVIII and if such a breach is likely to give rise to claims by employees of the Contractor or by employees of any subcontractors used in individual cases or to the initiation of administrative offence proceedings against EC, EC shall be entitled to withdraw from the respective individual contract.

XIX. General provisions

1. The invalidity or ineffectiveness of a provision of these Terms and Conditions of Purchase and the other agreements made shall not affect the validity of the remainder of the contract. Insofar as provisions of these Terms and Conditions of Purchase do not become part of the contract or are void or ineffective, the content of the contract shall be governed by the statutory provisions (Section 306 (2) BGB). However, if no suitable statutory provisions are available to fill the gap and no supplementary interpretation of the contract takes precedence or is possible, the parties shall replace the invalid or ineffective provision that has not become part of the contract with an effective provision that comes as close as possible to it in economic terms.

2. The law of the Federal Republic of Germany shall apply to the exclusion of the Convention on Contracts for the International Sale of Goods (CISG), UN-Kaufrecht.

3. The place of fulfilment for deliveries and services is the respective delivery address, for payment Darmstadt.

4. The exclusive - also international - place of jurisdiction for all disputes arising from or in connection with these Terms and Conditions of Purchase or the contractual relationship between EC and the Contractor is Darmstadt.