

Terms and conditions of purchase for supplies of goods

of NEUMANN ELEKTRONIK GMBH hereinafter referred to as „Customer“
effective as of 1 January 2020

1. General - Scope of application

These terms and conditions of purchase shall only apply in business transactions with entrepreneurs. Orders placed by the customer for supplies and other (ancillary) services in connection with the supply (hereinafter referred to collectively as „services“ or „supplies“) shall be based exclusively on the following terms and conditions of purchase. Customer shall not recognize any terms and conditions of the supplier which conflict with or deviate from these Terms and Conditions of Purchase, unless Customer has expressly agreed to their validity in writing. Customer's Terms and Conditions of Purchase shall also apply if Customer accepts the performance without reservation in the knowledge of terms and conditions of the supplier which conflict with or deviate from Customer's Terms and Conditions of Purchase. Within the framework of current business relations, Customer's Terms and Conditions of Purchase shall also apply to all future contracts with the supplier, without Customer being obliged in each case to make separate reference to the validity of these Terms and Conditions of Purchase.

2. Written form - Order

2.1 All agreements made between Customer and Supplier for the purpose of executing this Agreement shall be set out in writing in this Agreement.

2.2 The Supplier may only accept Customer's order within a period of two weeks from receipt.

3. Quality assurance

The Supplier must carry out quality assurance of a suitable type and scope and in accordance with the latest state of the art and provide evidence of this to Customer on request. Supplier shall, at Customer's request, conclude a corresponding quality assurance agreement with Customer on the basis of EN ISO 9001 in the currently valid version or any subsequent or supplementary standards.

4. Delivery - Dispatch - Packaging - Obligations under the Electrical and Electronic Equipment Act - Transfer of Risk - REACH conformity and information obligations

4.1 Unless otherwise agreed between Customer and Supplier, deliveries shall be made DDP (Incoterms 2010) to the place of delivery specified in Customer's order or, if no place of delivery is specified in the order, DDP to Customer's registered office.

4.2 Partial performances and partial deliveries shall only be permitted with the express prior written consent of Customer. The acceptance of partial performances or delayed performances shall not affect the contractual and legal rights and claims of Customer.

4.3 The Supplier shall be obliged to clearly indicate the Customer's order number and the contents of the consignment on all shipping documents and delivery bills. Any additional regulations in accordance with the order / technical documents must be complied with.

4.4 The Supplier shall be obliged to ensure proper packaging and proper dispatch. The supplier shall be responsible for selecting a suitable carrier.

4.5 Unless otherwise agreed, the Supplier shall be obliged to take back and properly collect and dispose of packaging material free of charge. Upon request, appropriate proof of disposal in accordance with the law must be provided. If Supplier fails to comply with this obligation, Customer shall be entitled to have the collection and disposal carried out at Supplier's expense.

4.6 At the request of Customer, Customer shall be notified of readiness for dispatch. Supplier shall notify Customer immediately of any transport damage.

4.7 Supplier undertakes to comply with the provisions of the Act on the Marketing, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG) and to fulfil the obligations arising therefrom for Customer and - insofar as these are not transferable - to support Customer in fulfilling them. In this respect, Supplier undertakes in particular to apply the manufacturer's identification in accordance with § 7 sentence 1 ElektroG to the subject matter of the contract free of charge for Customer in accordance with Customer's specifications and to label the respective subject matter of the contract with the symbol in accordance with § 7 sentence 2 ElektroG in conjunction with Annex 2 of the ElektroG in accordance with Customer's specifications.

4.8 The Supplier warrants that its deliveries comply with all requirements of the Regulation on Registration, Evaluation, Authorization and Restriction of Chemicals (Regulation EC No. 1907/2006, „REACH Regulation“) in its currently valid version. The substances contained in the delivered products (and their packaging) of the Supplier shall be pre-registered to the extent required under the provisions of the REACH Regulation or registered after expiry of the transitional periods, unless the substance is exempted from registration. Supplier shall provide safety data sheets in accordance with the REACH Regulation and the information required under Art. 32 of the REACH Regulation. Upon request, Supplier shall also provide Customer with the information required under Art. 33 of the REACH Regulation. If claims are brought against Customer by customers, competitors or authorities on the grounds of violation of REACH regulations by customers, competitors or authorities which are attributable to a delivery by Supplier, Customer shall be entitled to demand that Supplier indemnifies Customer against such claims or compensates Customer for the damage caused by the lack of REACH conformity, unless Supplier's liability is excluded in such cases due to the absence of fault on its part.

4.9 Certificates of origin, movement certificates, preferential certificates of origin etc. or proofs of origin shall be issued by the Supplier at the request of the Customer in the necessary form and at the expense of the Supplier.

4.10 When placing an order with Customer, Supplier shall be obliged to notify Customer if goods from its scope of delivery are subject to the obligation to obtain an export license pursuant to the German Foreign Trade and Payments Act (AWG), the German Foreign Trade and Payments Ordinance (AWV) or the EC Dual Use Regulation (EG-Dual-Use-VO) in the respective applicable version or if they are included on the list of Dual Use Goods. Supplier shall notify Customer without undue delay if goods were not subject to an export license requirement when the order was placed or were not on the Dual Use list but have become subject to a license requirement in the meantime or have been included in the Dual Use list or if Supplier becomes aware of other export obstacles or hindrances. If claims are asserted against the customer by customers, competitors or authorities due to violations of the AWG, AWV or the EC Dual Use Regulation, which are attributable to a delivery by the supplier, the customer shall be entitled to demand that the supplier indemnifies the customer from these claims or compensates the customer for the damage caused by the non-existent conformity with the AWG, AWV or the EC Dual Use Regulation, unless the supplier's liability is excluded in these cases due to the absence of fault on the part of the customer.

4.11 Unless otherwise agreed, the risk of accidental loss and accidental deterioration and ownership shall pass to the Customer in accordance with the statutory provisions. Supplier shall have the receipt of the delivery confirmed in writing by an authorized person of Customer.

4.12 All relevant EU regulations and standards for the respective product shall continue to apply.

5. Delivery dates - Delay

5.1 The performance time/delivery period specified in the order is binding. The receipt of the goods by the Customer shall be decisive for compliance with binding delivery dates. The Supplier shall be obliged to inform Customer in writing without delay if circumstances occur or become apparent to the Supplier which indicate that the delivery or performance time cannot be met. Neither notification nor silence on the part of Customer shall constitute recognition of a new delivery date or affect Customer's contractual and statutory rights and claims.

5.2 If delivery or performance dates are not met, the Customer shall be entitled to the statutory claims. In particular, the client shall be entitled to claim damages and rescission after the fruitless expiry of a reasonable period of grace. If Customer demands damages, Supplier shall be entitled to prove to Customer that Supplier is not responsible for the breach of duty. Acceptance of the delayed delivery or service shall not constitute a waiver of claims for compensation.

5.3 If Supplier is in delay, Customer shall be entitled to demand a contractual penalty of 0.5% of the order value of the delivery with whose delivery Supplier is in delay for each full week after the occurrence of the delay, but in total no more than 5% of the total order value. Customer shall be entitled to claim a contractual penalty in addition to the performance; Customer shall declare the reservation of the contractual penalty to Supplier within 10 working days from the date of acceptance of the delayed delivery. In addition to a contractual penalty, customer may claim compensation for the damage caused by the delay. A forfeited contractual penalty shall be credited in this case. Further claims and rights arising from delay shall remain unaffected.

6. Prices - Invoicing - Payment

6.1 The prices are fixed prices and are not subject to subsequent change. Unless otherwise agreed, the prices shall be free to destination, including the costs of shipment and packaging and their disposal. The agreed prices are net prices. Value-added tax at the statutory rate shall be added where applicable.

6.2 The invoice must be sent in one copy by post to the invoice address stated in the order. The invoice must not be enclosed with the consignments.

6.3 Unless otherwise agreed, the invoice shall be paid either within 14 days with a 3% discount or within 60 days without discount. The period shall commence from the time at which both the invoice and the goods have been received by the Customer or the services have been rendered. Payments are made subject to reservation and do not constitute acceptance or recognition of a service as being in accordance with the contract.

7. Inspection and complaint obligations

7.1 The Supplier shall deliver the goods 100% tested. After receipt of the deliveries, Customer shall only check whether they correspond to the quantity and type ordered and whether there is any externally visible transport damage. Furthermore, Customer shall carry out tests according to the sampling procedure. In this respect, the supplier waives any further legal requirements for the incoming goods inspection.

7.2 If Customer finds defects in the course of a random inspection, Customer shall be entitled to reject the entire delivery or, at Customer's option, to inspect the entire delivery and to charge Supplier for the resulting inspection effort.

7.3 The period for notification of defects is 5 working days. In the case of obvious defects, the period for lodging a complaint shall commence upon delivery, in the case of non-obvious defects upon discovery of the defect.

8. Condition - Quality

8.1 All deliveries and services must comply with the latest state of the art, the relevant statutory provisions and regulations as well as the guidelines of authorities, trade associations and professional associations.

In particular, the accident prevention regulations, other industrial safety regulations as well as the generally recognized safety and occupational health rules must also be observed. In all other respects, delivery and performance shall be made with due care and diligence customary in the trade, in particular with regard to the intended use or further processing of the products.

8.2 In the case of services based on drawings, plans or other specifications or order documents with quality features, the specifications and quality features contained therein shall be strictly complied with. They shall take precedence over the - otherwise applicable - industrial standards.

8.3 Supplier may only make changes in the execution or quality of the services to be provided in relation to the agreements made or in relation to previous services if Customer has given its prior written consent to the change.

8.4 In cases of doubt, the Supplier shall inquire about the intended use or the type of further processing.

8.5 Partial acceptance or processing of the delivered products or services does not constitute acceptance without complaint. Despite partial use or processing of the delivered products or services, all claims for defects shall remain intact.

9. Claims of defects

9.1 The Customer shall be entitled to the statutory claims for defects in full. In the event of defects, Customer may in any case demand, at Customer's option, the elimination of the defect or delivery of a defect-free item. The Supplier shall bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs.

9.2 If (a) Customer has unsuccessfully set Supplier a reasonable period of time to remedy the defect or deliver a defect-free item, (b) subsequent performance has failed, (c) is unreasonable, (d) is seriously and finally refused by Supplier, or, (e) if special circumstances exist, which, after weighing the interests of both parties, justify the assertion of the further rights described below, the customer shall be entitled to reduce the price in the proportion in which the value of the item in a defect-free condition would have been in relation to the actual value at the time of conclusion of the contract (reduction) or to withdraw from the contract. In each case additionally or alternatively Customer shall be entitled to demand compensation for the damage caused by the delivery of the defective products, unless Supplier is not responsible for the breach of duty.

9.3 Claims for material defects shall become statute-barred two years after the passing of risk, unless a longer limitation period is provided for by law or Customer has agreed a longer limitation period with Supplier.

9.4 In all other respects, the statutory provisions governing the delivery of defective products shall apply. The assertion of further claims due to the delivery of defective products shall remain unaffected to the Customer in this respect.

10. Product and producer liability - Exemption - Liability insurance protection

10.1 Supplier shall be obliged to indemnify Customer from claims under producer and product liability if the defect triggering the liability is attributable to a product delivered by Supplier and Supplier is unable to prove that the defect does not result from Supplier's

manufacturing or organizational area. The claim also includes the costs of any recall action.

10.2 Supplier shall also draw Customer's attention to the risks posed by Supplier's product if it is not used as intended.

10.3 To cover the aforementioned risks, the Supplier shall be obliged to take out liability insurance of an appropriate amount and to provide evidence of such insurance on request by Customer. Any further claims to which Customer may be entitled shall remain unaffected.

11. Third party rights

11.1 Supplier warrants that no rights of third parties are violated in connection with the services of Supplier.

11.2 If a claim is made against Customer by a third party on account of such infringement of rights, Supplier shall be obliged to indemnify Customer against such claims; Customer shall not be entitled - without Supplier's consent - to make any agreements with the third party, in particular to conclude a settlement.

11.3 Supplier's obligation to indemnify shall relate to all expenses necessarily incurred by Customer as a result of or in connection with the claim by a third party. Furthermore, supplier shall be obliged to compensate customer for the damage incurred in connection with the infringement.

11.4 The limitation period shall be ten years, calculated from the date of conclusion of the contract. In all other respects the provisions of Clause 9 shall apply mutatis mutandis to defects of title.

12. Liability limitations / Restrictions of liability

The Supplier shall be liable - for whatever legal reason - without limitation in accordance with the statutory provisions and these Terms and Conditions of Purchase.

Any limitation of the legal and contractual claims for damages (in particular from delay, defect and product liability) of the Customer is expressly contradicted both with regard to the degree of fault and with regard to the scope and amount of liability.

13. Provisions - Documents - Tools/forms

13.1 The materials or products provided by Customer shall remain the property of Customer. They may only be used in accordance with their intended purpose. Any combination, processing or mixing of the materials or products provided by Customer shall always be effected for Customer as manufacturer. If the (co-)ownership expires due to combination, processing or mixing, it is hereby agreed that the (co-)ownership of the new item shall pass to the customer in proportion to the value of the materials or products provided in relation to the value of the total product. The Supplier shall store the objects of Customer which are in (joint) ownership free of charge.

13.2 All documents, plans, illustrations, calculations, drafts, manufacturing instructions, samples, drawings, etc. (hereinafter collectively referred to as „Documents“) which are made available to Supplier by Customer for the purpose of submitting an offer or executing an Agreement shall remain Customer's property. Supplier may use the documents only within the scope of performance of the contract. Documents shall be returned to Customer free of charge or, in the case of electronic transmission, verifiably deleted as soon as they are no longer required for the preparation of the offer and the execution of the contract, including any copies made. Documents of all kinds made available to the supplier by the customer, e.g. offer documents, samples, drawings, models, data and the like, as well as all other information made available by the customer, as far as these are not recognizably intended for the public, may not be made accessible to third parties, unless this is necessary for the performance of the contract and the customer gives his prior consent. Products the documents, drawings, models and the like designed by Customer or manufactured according to confidential information of Customer or with Customer's tools or copied tools may not be used or applied by Supplier without the prior written consent of Customer.

13.3 Customer shall retain title to tools, moulds or comparable items; Supplier shall be obliged to use the tools or comparable items exclusively for the manufacture of the goods to be produced by Customer. Supplier shall be obliged to insure the tools belonging to Customer at replacement value against fire, water and theft at Supplier's expense. He shall be obliged to carry out any necessary maintenance and inspection work in good time, also at his own expense. The Supplier shall notify any incidents immediately; if he culpably fails to do so, Customer may claim damages.

The supplier is obliged to keep all illustrations, drawings, calculations and other documents and information received strictly confidential. They may only be disclosed to third parties with the express consent of Customer. The obligation to maintain secrecy shall also apply after completion of the contract; it shall expire if and insofar as the knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known.

Unless otherwise agreed, tools, moulds and the like, which have been manufactured in whole or in part at the expense of the Customer, shall become the property of the Customer upon manufacture. They shall be kept carefully by the Supplier so that they can be used at any time. In the event of delay in delivery, Customer shall be entitled to demand that the tools, moulds and the like be handed over free of charge, without Supplier having any right of retention. Insofar as the objects are not the property of Customer, Customer may demand the surrender for temporary use against appropriate remuneration.

14. Ownership retention and other security rights

The Customer shall accept the Supplier's reservation of title, if applicable, only in the form of simple reservation of title (reservation of the Supplier's title until payment of the respective deliveries concerned).

All forms of retention of title going beyond this - in particular so-called extended or prolonged retention of title as well as group retentions - and other security interests are excluded.

15. Data protection

For the execution of the contractual performance, the Supplier may only employ workers who have been trained by him in accordance with BDSG.

The Supplier shall ensure that all employees entrusted with the processing or execution of the contract observe the provisions of the BDSG. The Supplier shall ensure the data security measures required by the BDSG and shall provide the Customer, at the latter's request, with the information and evidence required for order control in accordance with the BDSG.

16. Secrecy

16.1 Supplier shall be obliged to treat as confidential all information (e.g. business and trade secrets, data as well as the course and results thereof, other technical or commercial information of any kind) coming to its knowledge through Customer and to use it only for the performance of the contract. The information may not be brought to the attention of third parties in any way, with the exception of the Supplier's employees and other vicarious agents, insofar as they require the information for the execution of the contract. The Supplier shall treat the conclusion of the contract as confidential. He may only name Customer as a reference to third parties with Customer's written consent.

16.2 The obligation to maintain secrecy shall also apply for a period of five years after termination of the respective contract.

16.3 The obligation to maintain secrecy shall not apply to such information which is generally known or which has come to the knowledge of Supplier through a third party without breach of any obligation to maintain secrecy.

16.4 If the Supplier receives or stores confidential information in electronic form, the Supplier shall protect such information against unauthorized access in the same way as personal data in accordance with the BDSG.

16.5 Supplier shall oblige its employees and other persons whom it uses to perform its contractual obligations to maintain secrecy in accordance with the above provisions and shall ensure that this obligation is observed.

17. Conflicting prohibitions of retention and set-off, Cession

17.1 In the event of defective performance, Customer shall be entitled to withhold payments to a reasonable extent, unless otherwise provided in good faith.

17.2 The assignment of claims against the Customer shall only be effective with the prior written consent of the Customer.

17.3 The Customer does not agree with a limitation of the statutory offsetting possibilities and the assertion of rights of retention.

18. Compliance

18.1 In rendering its services, Supplier shall comply with Customer's code of conduct and encourage its employees and subcontractors to observe it.

18.2 The Supplier undertakes to comply with the statutory provisions to combat illegal employment, the German Act on the Posting of Employees, the German Act on the Provision of Temporary Workers and the provisions of social security law, in particular with regard to the payment of contributions.

The Supplier is obliged to indemnify the Customer from all claims of the Supplier's employees,

the employees of his subcontractors and all employees of all other subcontractors and any lenders and the social security funds in accordance with § 1 a EntG, § 28 e para. 3 a-f SGB IV (Social Security Code IV) and other statutory provisions ordering corresponding liability.

18.4 If Supplier violates the obligations set forth in Sections 18.1 and 18.2, this shall entitle Customer to terminate the contract for good cause, without the need for a threat of termination.

19. Place of jurisdiction - Place of fulfilment - Applicable law

19.1 If Supplier is a merchant, Customer's place of business shall be the place of jurisdiction; however, Customer shall also be entitled to sue Supplier at the court of its place of residence.

19.2 Unless otherwise stated in the order, the place of performance shall be the Customer's place of business.

19.3 German substantive law shall apply, excluding the conflict-of-law provisions of German international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). Only the German text of the General Terms and Conditions of Purchase shall be decisive for interpretation.

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