



a Nedschroef company

General Terms and Conditions of Purchase of CP Tech GmbH

§ 1 General, scope

- (1) These General Terms and Conditions of Purchase apply to all current and future business relationships with entrepreneurs in accordance with Section 14 of the German Civil Code (BGB).
- (2) Deviating, conflicting or supplementary General Terms and Conditions of purchase will not become part of the contract even if they are known, unless their validity is expressly agreed in writing.
- (3) The prices underlying the contract are fixed prices and exclude additional claims of any kind, in particular in the case of increases in material prices, tax and freight tariff increases and increases in social charges.
- (4) The unconditional acceptance of deliveries and services or their payment does not mean acceptance of the supplier's terms and conditions of sale. In the event of any inconsistency between the text of the order or the text of the documents listed in the order and the following terms and conditions of purchase, the text of the order or the text of the documents listed in the order shall prevail.

§ 2 Conclusion of the contract

- (1) Our orders must be in writing, text form or transmission by means of electronic data exchange (e.g. EDI). Text form is the transmission by fax, computer fax or e-mail, whereby the issuing company and the issuing person must be clearly identifiable. Orders are valid without a handwritten signature, if a corresponding note is made on the order form.
- (2) The contract offer contained in our order can only be accepted by the supplier within a period of two weeks. The date of our order is decisive.
- (3) The price shown in our order as well as the specified delivery time are binding. The delivery time begins with the date of receipt of the order letter from suppliers.
- (4) The supplier is obliged to accept the order in the same or in the case of another agreed form in the agreed form within a period of two weeks. After expiry of this period, we are entitled to revocation.
- (5) All conditions, specifications, standards and other documents listed in the order or as annexes are content of the order.

§ 3 Delivery time

- (1) Agreed delivery dates and deadlines are binding. The supplier is in default with his overrun, without reminder and without the need for a reminder. The supplier must inform us immediately of foreseeable delivery delays.
- (2) In the event of a delay in delivery, we shall be entitled to the statutory claims, in particular to compensation for any damage caused to us as a result of the delay. Additional costs, especially in the case of necessary cover purchases, shall be borne by the supplier. The unconditional acceptance of the delayed delivery does not mean a waiver of claims for compensation.
- (3) If delays are to be expected, e.g. in the event of force majeure, industrial action or other unforeseeable events, the supplier must immediately notify this in writing, stating the reasons and the presumed duration.

§ 4 Prices

- (1) The agreed prices are fixed prices without VAT and are free at the place of use including packaging. Eco-friendly packaging materials are to be preferred.
- (2) Insofar as the supplier is obliged to take back the packaging used in accordance with the Packaging Regulations, he shall bear the costs of the return transport and recovery.

§ 5 Order specifications, Terms of Payment

- (1) The supplier must indicate our item- and order number in all documents relating to an order. All shipping documents must be duly provided with the information required by us, in particular with order number, order item, commission number, dimensions as well as quantity and weight per item.
- (2) The supplier shall bear any costs incurred in consequence of non-observance of our shipping regulations. For quantities, weights and dimensions, subject to other proof, the values determined by our receiving control shall apply.
- (4) Partial deliveries require our consent and must be marked as such in the shipping documents.
- (5) The supplier is obliged to provide the following foreign trade data upon delivery of the delivery items:
 - Classification of goods in trade statistics (statistical product number)
 - Country of origin
 - Identification and classification of goods subject to export control
 - On request: the provision of a certificate of origin or proof of preference
- (6) Invoices of the supplier must be submitted in duplicate immediately after delivery and must bear the date of the order in addition to our

order number. We are entitled to reject an invoice that does not meet these requirements. The deadlines begin with receipt of the invoice or, if the goods arrive after the invoice, with the complete receipt of all goods, including co-commissioned documents (test reports, factory certificates, drawings, etc.), but in no case before the agreed date of receipt of goods.

- (7) In the event of incorrect delivery, we are entitled to withhold payment until due payment is made, without loss of discounts, cash discounts and similar payment benefits.
- (8) Unless otherwise agreed in writing, we will pay the purchase price within 14 days of delivery and receipt of the invoice with a 3% discount or within 30 days of receipt of the invoice net.

§ 6 Warranty

- (1) The supplier must ensure that the delivery items are free of material- and legal defects. Unless a different written agreement has been reached, the claims for defects for the delivery items shall become time-barred for 24 months from the date of entry into service/use of the final product.
- (2) We are entitled to the statutory claims for defects in full. At our option, the supplier shall make repairs or replacement deliveries free of charge. If, according to our notification of defects, the supplier is clearly unwilling or unable to perform the supplementary performance as quickly as necessary to prevent disproportionately large damages, we have the right to have the defect rectified by ourselves or by third parties, to make cover purchases and to demand compensation for the necessary costs and expenses. If the supplier has not eliminated the defect or if the remedy for the defect has finally failed after the expiry of a reasonable period set by us in writing, we are also entitled to reduce the purchase price, to withdraw from the purchase contract or to claim reimbursement or compensation for expenses.
- (3) Insofar as the ordered goods are delivered to us, we will immediately inspect the goods with regard to externally recognizable packaging damage, quantity and identity and if a defect is shown in the course of regular processing, notify the supplier within two weeks from delivery to us. The same applies if a defect is revealed later. In this respect, the supplier waives the objection of late notification of defects.
- (4) Insofar as the ordered goods are delivered directly to a customer of ours, who is merchant in the sense of the German Commercial Code (HGB), he is obliged to inform us about obvious defects immediately after receipt of the goods in writing. In this case, we comply with our duty of complaint in accordance with Section 377 of the German Commercial Code (HGB) to the supplier by forwarding this notification of defects to the supplier without delay. In this case, the limitation period for our warranty rights against the supplier shall occur at the earliest two months after the date on which our customer asserts his rights against us in a manner that is subject to limitation. In this respect, too, the supplier waives the objection of late notification of defects.
- (5) Insofar as the ordered goods are delivered directly to a customer of ours, who is a consumer in accordance with Section 13 of the German Civil Code (BGB), the latter is not obliged, in accordance with the statutory provisions, to inform us about obvious defects immediately after receipt of the goods. In this case, we comply with our duty of complaint in accordance with Section 377 of the German Commercial Code (HGB) to the supplier by indicating an obvious defect within two months of delivery to the customer.
- (6) We are entitled to the statutory warranty rights in full. We do not accept any deviating regulations of the supplier with regard to the limitation periods and the right to compensation.

§ 7 Quality Assurance, Product Safety

Before modifying manufacturing processes, materials or delivery parts for the delivery items, relocation of production sites, changes in processes or facilities for the examination of the delivery items or other measures that may affect the quality and/or safety of the delivered items, we must be notified by the supplier in good time before delivery. Changes to the specified specifications may not be made without our consent.

§ 8 Regulations on environmental-, health- and occupational safety

- (1) The supplier undertakes to comply with all legal regulations on environmental-, health- and occupational safety and to continuously reduce the impact on people and the environment through appropriate organisation and appropriate environmental protection.
- (2) The supplier undertakes to comply with the minimum wage-, anti-discrimination- and equality laws and to comply with the guidelines of fair and ethically correct dealings with each other within his own company and with business partners.
- (3) If necessary, the supplier is obliged to grant CP Tech and the competent authorities access to his offices or premises.



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§ 9 Property Rights

The supplier is responsible for ensuring that no third party property rights are infringed in connection with his delivery. If there are claims by third parties because of such a violation, the supplier must release us from all claims and bear all costs and expenses in connection with the claim.

§ 10 Property

The ownership of the delivered goods passes to CP Tech GmbH upon handover of the goods. Any retention of title rights of the supplier shall be lost.

§ 11 Rights to documents, models, etc..

Supplied documents, data, electronic information, software, materials, type-bound tools or devices and objects (e.g. samples, models) - hereinafter referred to as "material" - which we make available to the supplier for the execution of an order, remain our property and must be carefully handled, maintained and insured by the supplier upon our request. All rights to it, with the exception of the order-related sharing rights, are our exclusive rights.

§ 12 Confidentiality

The supplier is obliged to treat all information received in the course of the business relationship with us, including our orders and the information about the material provided by us (see paragraph 15), strictly confidential and not to disclose it or make it available to third parties without our written consent. The supplier will only disclose the confidential information to his own employees if and to the extent that this is done for the performance of his tasks within the framework of the business relationship with us. The obligation to confidentiality shall continue to apply even after the termination of the business relationship with us. Further confidentiality agreements are governed by separate agreements where necessary.

§ 13 Data Protection

Any processing of personal data by all parties involved is carried out (if at all) in compliance with applicable data protection laws. The parties will conclude all necessary agreements for compliance with the legal requirements before processing the data.

§ 14 Limitation of liability, prohibition of assignment, final provisions

- (1) In the event of a breach of non-essential contractual obligations, we shall not be liable for slight negligence.
- (2) The maximum amount of liability on the part of CP Tech GmbH for the compensation of claims for damages is 5,000,000 € per calendar year. Excluded from this is only a liability that cannot be limited by law, for example from product liability to third parties, as well as liability for grossly negligent or intentional conduct on the part of CP Tech GmbH.
- (3) This limitation of liability also applies in the relationship between the customer and employees, vicarious agents and sub-suppliers deployed by CP Tech GmbH.
- (4) The above limitations of liability do not apply to life-, body- and health damage attributable to us.
- (5) The law of the Federal Republic of Germany applies. The provisions of the UN Sales Law shall not apply.
- (6) Our registered office is agreed as the place of performance for all claims arising from and in connection with this contract.
- (7) The seller is not entitled to assign his claims to third parties.
- (8) All disputes arising from this contract shall be in the exclusive jurisdiction of the court in whose district our registered office is located. The same applies if the supplier does not have a general place of jurisdiction in Germany at the time the action is filed.
- (9) Should individual provisions of the contract with the supplier, including these General Terms and Conditions of Purchase, be or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The completely or partially ineffective provision is to be replaced by a provision whose economic success is as close as possible to that of the ineffective one.