

General Terms and Conditions of Purchase of MAFU Automation GmbH

I. Scope of application

1. Our following Terms and Conditions of Purchase apply to all business relationships with our suppliers if the supplier is an entrepreneur, a legal entity under public law or a special fund under public law.
2. The following Terms and Conditions of Purchase shall also apply to all future business transactions and to all business contacts with the supplier, such as the commencement of contract negotiations or the initiation of a contract, even if they are not expressly agreed again or if they are not expressly referred to again.
3. Our Terms and Conditions of Purchase shall apply exclusively. Any terms and conditions of the supplier that deviate from or conflict with our Terms and Conditions of Purchase shall not become part of the contract, even if we do not separately object to their validity in individual cases.
4. In the event that the supplier delivers subject to retention of title, a simple retention of title is expressly recognised; extended and expanded retentions of title require our express consent.
5. The execution of the ordered delivery / service as well as the settlement of the agreed remuneration shall be deemed as acknowledgement of the validity of these Terms and Conditions of Purchase.
6. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in the version valid at the time of conclusion of the contract.
7. Legally relevant declarations and notifications by the Seller in relation to the contract (e.g. setting of deadlines, reminders, cancellation) shall be made in writing. Written form within the meaning of these Terms and Conditions of Purchase includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements remain unaffected.
8. Previous agreements and earlier versions of our Terms and Conditions of Purchase are cancelled by these Terms and Conditions of Purchase.

II. Conclusion of contract

1. We place our orders, order amendments and delivery call-offs in writing. The content of verbal and telephone agreements shall only be binding if confirmed by us in writing. Every order, change to an order and every delivery call-off shall be confirmed by the supplier in writing without delay. If this confirmation is not dispatched within seven working days of receipt of our order or order amendment, or if our order is not accepted within a period of 14 days by dispatch of the goods or other unconditional performance of the service, we shall no longer be bound by the order. Delivery call-offs shall become binding if the supplier does not object to them within 7 working days of receipt.
2. Delayed acceptance shall be deemed a new offer and requires our express written acceptance.
3. We reserve the property rights and copyrights to order documents, in particular to enclosed drawings or sketches. In all correspondence, the supplier shall be obliged to quote the company abbreviations (ID no., department no. etc.) specified in our non-binding enquiry or in our written order. In all other respects, the rights and obligations set out in Section IV shall apply.
4. Any reference to business relations with us in advertising materials or reference documents or the use of trademarks and labelling to which we are entitled requires our prior written consent.
5. The quotations or cost estimates submitted to us by the supplier are binding. They shall be prepared by the supplier free of charge.

III. Subject of performance

1. The supplier is obliged to deliver or perform the delivery/service ordered by us in accordance with the contractual agreements. Deviations from the intended design or other modifications shall be only permitted with our written consent. The supplier shall be responsible for ensuring that the delivery/service is carried out using suitable materials and complies with the recognised rules of technology, the statutory and official safety regulations and the environmental protection regulations which constitute applicable law or which have already been adopted with a transitional period and will certainly come into force. The supplier shall prove conformity to us on request by submitting suitable documents.

2. In the event that we order parts which the supplier manufactures according to drawing, sketch or model specified by us, the supplier shall, at our request, submit a test report with the delivery of the object of performance, from which the agreed product characteristics such as dimensions etc. can be taken.
3. In the event that the supplier makes changes in the type of composition of the processed material or in the design of his products or services compared to similar deliveries or services previously provided to us, he is obliged to inform us of this circumstance immediately. Changes require our consent.
4. The supplier shall fulfil the orders assigned to him in his own company. The passing on of orders to third parties requires our written consent.
5. At our request, the ordered items shall be delivered in such a way that the supplier or manufacturer cannot be recognised by third parties, company names or logos of the supplier or manufacturer shall not be attached to the products. The supplier or manufacturer shall in any case be permitted to affix an identification number to the parts to be delivered. Statutory labelling obligations remain unaffected.
6. If we commission the supplier or if the supplier commissions a third party with the provision of non-physical services such as design, we shall acquire the exclusive, spatially and temporally unrestricted right of use to the services provided upon handover or fulfilment of the contractual obligation.
7. If we commission the supplier with the creation of copyright-protected services, the contractor shall grant us an exclusive, worldwide, transferable right of use to the protected service, unlimited in terms of time and content. The right of use includes the right to reproduce the work in physical form, to distribute it, to exhibit it, to transfer it to image and sound carriers and to reproduce it publicly in non-physical form and to make it publicly accessible. The granting of the right of use includes in particular the right to
 - a) the reproduction and distribution of the work in print media (e.g. in advertising leaflets, business cards, company brochures, business letters, newspapers, journals, magazines, brochures, books, on posters and signs),
 - b) the storage, reproduction and distribution of the work on sound or data carriers (e.g. magnetic, optical, magneto-optical and electronic carriers such as CD-ROM, CD-i and other CD derivatives, DVD, floppy discs, hard disks, RAM, USB sticks, microfilm, video cassettes), irrespective of the transmission, carrier and storage techniques,
 - d) making available to the public by wire or wireless means of digital or analogue electronic distribution, irrespective of the technology used, via telecommunications and data networks of all kinds (e.g. online services, Internet, intranet, cable systems, satellite systems, via mobile services such as mobile phones, WAP services, teletext or navigation systems), including the right to allow users to download,
 - f) to reproduce the work in public, in particular to exhibit it in public,
 - g) the making of photographs and the recording of the work on video or other film carriers and the reproduction and distribution as well as making available to the public and public reproduction of photographs and recordings made in this way in accordance with a) to f),
 - h) to use the work in ways not yet known,
 - i) to transfer all rights of use individually or as a whole to third parties or to grant third parties rights of use to the work. The supplier hereby agrees to the transfer of rights of use to third parties.

IV. Models, tools, drawings, sketches, logo

1. In the event that we provide the supplier with models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets, print templates or other materials to be provided as part of a delivery/service, these shall remain our property. They shall be stored by the supplier with the care of a prudent businessman free of charge and separately from other items in his possession, labelled as our property and used by the supplier only for the fulfilment of our contract. Models and tools made available to the supplier shall be insured by him to an appropriate extent against risks of damage or loss such as fire, water, theft and accidental loss at his own expense.
2. The supplier is aware that our drawings or sketches to produce the ordered goods as well as our logos are protected by copyright or trademark law. The supplier therefore undertakes not to pass on our logo, the drawings or sketches or the tools and models produced on the basis thereof to third parties without our prior written consent or to use them outside the scope of the contract. For each case of culpable infringement, we shall be entitled to claim liquidated damages in the amount of EUR 5,000 (in words: five thousand euros); the supplier shall be free to prove that we suffered no or less damage. If the proof is successful, we shall only be entitled to compensation for the damage actually incurred. We reserve the right to prove that higher damages have been incurred; however, the lump sum shall be offset against further claims for damages.
3. The supplier shall transfer ownership of all order-related production equipment, tools and models manufactured by him at our expense upon production of his service or dispatch of his delivery. If these

remain with the supplier, the transfer shall be replaced by the fact that the production equipment and tools are handed over to the supplier for the fulfilment of the order in the sense of a title deed.

4. In the event that we contribute to the production costs with regard to production equipment, tools or models, the supplier shall transfer co-ownership to us in the ratio of our contribution to the total production costs of the production equipment, tools or models. We accept the transfer of ownership. The supplier shall only be entitled to use the production equipment, tools or models encumbered with our co-ownership for the benefit of other customers with our written consent.
5. In the event that the supplier produces goods on our behalf and with our assistance - e.g. by providing us with models, drawings etc. - the goods of the relevant type may be produced exclusively for us and delivered and sold to us.
6. The costs of maintenance and repair of the production equipment, tools and models made available to the supplier or manufactured for contractual purposes and transferred to our (co-)ownership in accordance with para. 3 or para. 4 shall be borne equally by the contracting parties, unless otherwise agreed. However, insofar as these costs are attributable to defects in the items manufactured by the supplier or to improper use by the supplier, its employees or other vicarious agents, they shall be borne solely by the supplier. The supplier shall notify us immediately of any damage to production equipment, tools and models that is not merely insignificant.

V. Terms of payment

1. Payment periods shall run from the agreed delivery date, at the earliest from the date of receipt of the goods, acceptance of the same - if agreed or provided for by law - and proper invoicing. In the event that the issue of further certificates or material test certificates has been agreed, the payment periods shall not commence before receipt of these documents. These documents form an integral part of the delivery and shall be submitted by the supplier no later than five days after receipt of the goods or invoice.
2. The supplier shall grant a 3% discount for payments made within 14 days of receipt of the goods, otherwise payment shall be made within 30 days net. Should defects in the delivery occur or be discovered within this period, we shall be entitled to withhold payment until the defect has been finally remedied or until a faultless replacement delivery has been made. In this case we are also entitled to deduct a discount.
3. Payment of an invoice shall not be deemed to be a waiver of complaints. In the event of defective delivery, we shall be entitled to withhold payment on a pro rata basis until proper fulfilment.
4. We are also entitled to rights of set-off and retention to the extent permitted by law.
5. The supplier is not authorised to assign its claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

VI. Prices, dispatch, packaging, delivery

1. The agreed prices are generally fixed prices. In the event that no prices are stated in the order, the supplier's list prices shall apply with the customary deductions. If the supplier reduces the prices for the ordered products before delivery, the reduced prices shall apply. Packaging costs shall be borne by the supplier.
2. All deliveries shall be accompanied by packing slips and the relevant shipping documents shall be sent in on the day the goods are dispatched. Complete order and article numbers shall be stated in dispatch notes, consignment notes, parcel addresses, delivery notes and invoices. The supplier's VAT ID number shall be recognisable. Invoices shall be issued in a single copy by the supplier. Deliveries without sufficient accompanying documents shall be deferred in handling and payment until clarification and shall be stored at our works exclusively at the supplier's expense and risk until rectification by the supplier. The supplier shall be exclusively liable for damages and costs arising from inadequate observance and non-compliance with these terms and conditions. § 254 German Civil Code (BGB), which stipulates that any contributory negligence on our part shall be considered, remains unaffected by this.

VII. Delivery time

1. Agreed dates and deadlines are binding. The receipt of the goods by us shall be decisive for compliance with the delivery date or delivery period. The supplier is obliged to inform us immediately in writing if circumstances occur or become recognisable which indicate that the agreed delivery time cannot be met. This notification shall not release the supplier from its liability for delay.
2. The supplier may only invoke the absence of necessary documents to be provided by us or materials to be provided by us as an obstacle to delivery if he has sent us a written reminder to hand over these documents or items and has not received them within a reasonable period of time.
3. Early deliveries have no influence on the agreed due date for payment. Partial deliveries shall only be accepted by specific agreement. The remainder of the delivery shall be listed in the delivery documents. If partial deliveries have not been agreed, the agreed due date for payment shall be calculated from the date of complete delivery at the earliest.

4. The supplier shall be in default of delivery, even without issuing a reminder, as soon as the agreed binding delivery date is exceeded. However, he shall not be in default as long as performance is not rendered due to circumstances for which he is not responsible.
5. In the event that the Supplier exceeds the contractually agreed delivery period, it shall pay a contractual penalty of 0.15% of the delivery price (excluding VAT) for each working day of culpable delay, up to a maximum of 5% of the delivery price. A forfeited contractual penalty can be asserted up to the final payment. We reserve the right to claim further damages; however, the contractual penalty shall be offset against further claims for damages.
6. If the delay in delivery is due to the fault of the supplier, the supplier shall be liable without limitation for all damages incurred by us because of the delayed delivery; the forfeited contractual penalty shall be offset against the damage caused by the delay.
7. Acceptance of a delivery does not constitute a waiver of claims for damages arising from delayed delivery.

VIII. Transfer of risk

1. The supplier shall bear all risks of deterioration of the delivery items, including the risk of accidental loss, until delivery of the delivery items to the delivery address specified by us.
2. If the supplier owes the performance of a work or if the performance of an acceptance procedure has been agreed, the transfer of risk shall only occur after formal acceptance in accordance with Section XII of these Terms and Conditions of Purchase.

IX. Liability

1. We accept the delivered goods subject to our inspection for defects. We shall fulfil our obligation to inspect and give notice of obvious defects in the delivery/service if we send a notice of defects within 8 working days of receipt of the delivery. If, in the ordinary course of business, it is not feasible to inspect the delivery/service within this period, we shall notify the supplier of obvious defects immediately after the inspection and the defect has been recognised. In this respect, the supplier waives the defence of delayed notification of defects.
2. In the event that the supplier's delivery/service has material defects, we shall be entitled to assert statutory liability for material defects within the following periods: For a period of 24 months from commissioning of our products manufactured using the delivery items at the end customer, for a maximum of 36 months from delivery or acceptance of the delivery items by us. If the law provides for longer limitation periods for certain items or rights acquired by us, these shall be deemed agreed.
3. Insofar as we are legally entitled to subsequent fulfilment, the supplier shall, at our discretion, either remedy the defect or deliver a defect-free item. In the event that we have installed the defective item, in keeping with its nature and its purpose, into some other thing or have attached it to some other thing before the defect became apparent, the supplier is obliged, in the context of curing the defect, to reimburse us for the expenses required for removing the defective item and installing or attaching the repaired item or the item free of defects. Additional costs arising from the fact that we have moved the defective item to another location after supplier's delivery shall be borne by the supplier if this relocation corresponds to the intended use of the item.
4. Insofar as the incoming goods inspection is carried out by random sampling as agreed, we shall be entitled to make claims for subsequent fulfilment with regard to the complete delivery if the owed limit quality value is exceeded.
5. In the event that the subsequent fulfilment fails or if the supplier refuses the selected type of subsequent fulfilment, we may withdraw from the concluded contract, reduce the remuneration claim existing against us or, if the supplier does not prove that he was not at fault for the defects, claim damages instead of performance. The same applies if subsequent fulfilment by the supplier is unreasonable for us. This is particularly the case if the supplier does not fulfil his obligation immediately despite a request to remedy the defect and there is a risk of acute danger or disproportionate damage. In such cases, we shall also be entitled to carry out the defect rectification work ourselves or have it carried out by third parties at the supplier's expense. This applies in particular if disproportionate damage - in particular claims by our customer due to default - can only be avoided by us or third parties commissioned by us to rectify the defect. We shall inform the supplier of this. Further legal claims - e.g. claims for reimbursement of expenses - shall remain unaffected.
6. The running of the limitation periods shall be suspended for the duration of the supplier's attempts to rectify the defect. The suspension of the limitation periods begins at the time of our notification of defects. The suspension of the limitation period shall only end at the point in time at which the delivery item can be used without defects. For parts newly delivered within the limitation period, the limitation period shall begin anew at the time at which the supplier has completely fulfilled our claims for new delivery.
7. In the event that we take back the item sold to our customer because of its defectiveness caused by a delivery / service of the supplier, or if our customer reduces the agreed remuneration, we shall be to the rights set out in § 437 German Civil Code (BGB) against the supplier without the need to set a deadline. We can therefore withdraw from the contract, reduce the agreed remuneration or, if the supplier cannot prove that it is not at fault, demand compensation instead of performance. If we had to reimburse expenses in relation to our customer because of the defectiveness of our product caused by a delivery/service of

the supplier, we may demand reimbursement of these costs from the supplier. A limitation period of 24 months after delivery of the defective item to our customer shall apply.

8. In the event that the supplier's service/delivery to us is defective in title, the supplier shall indemnify us against any possible third-party claims. A limitation period of 36 months shall apply to defects of title. The statutory limitation period for claims in rem for restitution by third parties of thirty years (§ 438 (1) No. 1 German Civil Code (BGB)) shall remain unaffected. Furthermore, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right against us - in particular in the absence of a limitation period.
9. The supplier shall be liable to us without limitation for damages in all forms of culpable breach of duty, irrespective of whether direct or indirect damage, financial loss or other damage items are asserted. In addition, the supplier shall be liable under the Product Liability Act.
10. In the event that a claim is made against us due to a breach of domestic or foreign or official safety regulations or product liability regulations or due to a defect in our products which is attributable to deliveries or services of the supplier, we may demand compensation from the supplier for the damage caused by its products and indemnification from corresponding claims of third parties. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, he shall be obliged to provide evidence that he is not at fault.
11. The costs to be reimbursed shall also include the costs of any necessary recall action and the necessary costs of legal action. We will inform the supplier of the content and scope of the recall action to be carried out - as far as possible and reasonable - and give him the opportunity to comment. Further legal claims remain unaffected.
12. The supplier is obliged to take out producer's liability insurance for its obligations arising from its liability as the producer of the delivery items, which, unless otherwise agreed in individual cases, need not cover the recall risk or criminal or similar damages. The supplier shall send us a copy of the liability policy at any time upon request.

X. Cancellation rights in the event of force majeure

In the event that, due to events of force majeure, labour disputes, operational disruptions through no fault of our own, unrest, official measures or other unforeseeable and unavoidable events occurring after conclusion of the contract, the demand for the ordered goods is significantly reduced through no fault of our own, we may withdraw from the contract in whole or in part or demand performance at a later date, without the supplier being entitled to any claims against us as a result, provided that the events described are of a not insignificant duration.

XI. Provision of Goods

1. In the event that the supplier treats or processes goods provided by us, the treatment or processing shall be carried out for us in such a way that we shall acquire co-ownership of the new item in proportion to the purchase value of the goods supplied by us in relation to the total sales value of the new item at the time of processing. In the event of processing by the supplier with other goods not belonging to us, we shall be entitled to co-ownership of the new item produced in the ratio of the purchase value of the goods supplied by us for the manufactured item to the sales value of the new item at the time of processing.
2. In the event that the goods delivered by us are inseparably combined, mixed or blended with other goods by the supplier, we shall acquire co-ownership of the entire quantity in proportion to the purchase value of our delivery, §§ 947, 948 German Civil Code (BGB). In the event that the supplier acquires sole ownership by combining, mixing or blending, he hereby transfers co-ownership to us in the ratio of the purchase value of the goods supplied by us to the sales value of the newly manufactured goods at the time of combining, mixing or blending. We accept this transfer. In this case, the supplier shall store the goods co-owned by us free of charge.

XII. Acceptance

1. If we owe the acceptance of the supplier's performance within the scope of the respective order, we shall declare in writing that the supplier's contractual performance has been rendered in accordance with the contract.
2. A fictitious acceptance is excluded. There is no entitlement to partial acceptance.

XIII. Property rights

1. The supplier warrants that no third-party property rights are infringed in connection with its delivery/service.
2. In the event that claims are asserted against us by a third party due to an alleged infringement of industrial property rights the supplier shall be obliged to indemnify us against such claims. The obligation to indemnify relates to all expenses that necessarily arise from or in connection with the claim by a third party due to such an infringement of property rights.
3. Our further statutory claims due to defects of title shall remain unaffected; if the supplier holds industrial property rights to the ordered deliveries or services or to processes for their manufacture, these shall be notified to us on request, stating the relevant registration number.

XIV. Spare parts

1. The supplier undertakes to supply spare parts for the delivery item for the period of the expected technical utilisation of the delivery item, but at least for a period of ten years after delivery at reasonable prices and under the conditions of the underlying order.
2. If the supplier intends to discontinue the delivery of spare parts after the expiry of this period, he shall inform us of this immediately after the decision to discontinue and give us the opportunity to place a final order. If an agreement on the conditions or the price is not reached or if the supplier discontinues the delivery of spare parts without notification, he shall be obliged to hand over to us immediately upon request the documents required for the production of the spare parts. We are authorised to use the documents free of charge.

XV. CE declaration of conformity / manufacturer's declaration

The delivered goods shall fulfil all regulations, directives and standards relating to the respective goods. If a manufacturer's declaration or a declaration of conformity (CE) within the meaning of the EC Machinery Directive is required for the goods, the supplier shall prepare this and make it available immediately upon request at its own expense.

XVI. Final provisions

1. The place of fulfilment is D-72348 Rosenfeld. Exclusive jurisdiction for all disputes arising between the parties from the contractual relationship shall have the court that has jurisdiction for our registered office in D-72348 Rosenfeld. Notwithstanding this, however, we shall also be entitled to bring an action at the supplier's legal place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected.
2. Should a provision in these Terms and Conditions of Purchase or a provision within the framework of other agreements between the parties be or become invalid, this shall not affect the validity of all other provisions.

or agreements.

3. The contractual language is German. If the parties also use another language, the German wording shall take precedence in accordance with the agreement.
4. The contractual and other legal relationships with the Supplier shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.