

### **1. Scope**

1.1 All of our orders are subject exclusively to the following terms and conditions of purchase (hereinafter referred to as "terms and conditions of purchase"). We do not recognise contradictory, deviating or general terms and conditions of purchase of the supplier which are not set out in the terms and conditions of purchase unless we had expressly consented to their applicability. This also applies if we are aware of conditions which are contradictory, deviating or not set out in the terms and conditions of purchase or if the supplier references the applicability of his general terms and conditions of purchase in his offer or order confirmation. Within ongoing business relationships, the terms and conditions of purchase also apply to additional orders and subsequent orders.

1.2 The terms and conditions of purchase only apply to an entrepreneur in the sense of Section 14 of the German Civil Code.

### **2. Offer – order – conclusion of the contract**

2.1 When making offers, the supplier must keep to our request; in the case of any deviations in the offer, in particular if the supplier is unable to meet our request in one or several points, the supplier must inform us of this expressly in writing.

2.2 Our orders will be made exclusively in writing. Preliminary orders communicated orally or by telephone will be communicated in writing (including by fax or email).

2.3 The supplier must confirm acceptance of our order in writing with a delivery date and price, indicating our order number.

2.4 If the supplier has provided us with figures, drawings, calculations or other product, application or project-related documents, we are entitled to duplicate these documents and make them accessible to third parties.

### **3. Terms of delivery – deadlines and delivery dates**

3.1 Unless agreed otherwise, delivery is to the place of delivery indicated in our order – DAP (Incoterms 2010) or if no place of delivery is indicated in our order, to the orderer address – DAP.

3.2 The deadlines and delivery dates mentioned in our order are binding. The date of delivery is the date on which we receive the goods to our address or the delivery address we have indicated. In the case of services, this is the date of acceptance.

3.3 The supplier is obliged to inform us immediately in writing if he becomes aware of circumstances, as a result of which he will not be able to comply with the agreed deadlines or delivery dates, even if the supplier is not responsible for this.

3.4 We do not consent to exemptions from liability or limitations of liability of any kind by the supplier in the case of a delay in delivery.

### **4. Prices**

4.1 All prices are fixed prices for the entire contractual implementation time not including the VAT which is to be charged separately. This also applies in the case of unit prices and flat-rate prices.

4.2 Unless we have agreed otherwise, the price includes shipping (delivered free to the door), transport insurance and packaging.

### **5. Involvement of third parties – partial deliveries - packaging**

5.1 The supplier must inform us in writing if he intends to pass on the order to third parties or to involve sub-contractors.

5.2 Proof of shipping must be provided on request by our ordering department no later than on departure of the goods by enclosing a dispatch note.

5.3 A delivery note is to be attached to every delivery.

5.4 Our shipping address, our order number and the order date must be indicated on every dispatch note, delivery note, consignment note and in the addresses on the packages.

5.5 Partial deliveries or partial deliveries of services are to be indicated on the delivery note.

5.6 The supplier is obliged to pack the products properly. In any case the supplier must pack the products such that any damage to the products is excluded.

5.7 Transport packaging is to be taken back at our request free of charge if we have requested that the delivery be made in transport packaging. If the transport packaging is not taken back during the delivery or picked up within two weeks, we are entitled to send the packaging material back or have it removed at the expense of the supplier.

### **6. Issuance of invoices – conditions of payment – offsetting**

6.1 The invoice is to be sent separately. It must include our reference, our order number and our order date; all invoices must comply with the provisions of the VAT Act.

6.2 Unless we have agreed otherwise, payment will be within 14 days with a 3% discount or within 60 days net. The deadline is from receipt of a proper and understandable invoice, but no earlier than from receipt of the delivery/provision of the service.

6.3 The deduction of the agreed discount is also possible if we are offsetting or are entitled to withhold payments due to material defects or legal defects.

6.4 Our payments are each made subject correction or reclaim if the calculation or defences are subsequently proven to be inaccurate and subject to the proper receipt of the goods. Payments do not mean that the delivery or service is recognised as being contractual.

### **7. Incoming goods inspection – notice of defects**

7.1 Within the scope of the incoming goods inspection we are only required to carry out the following checks on the products delivery: quantity, identity and transport damage. The supplier waived any further legal requirements of incoming goods inspections (in particular in accordance with Section 377 of the Commercial Code).

7.2 If we identify defects during a sample inspection, we are entitled to reject the entire delivery without carrying out further investigations or to carry out a further inspection or arrange for this to be carried out. The supplier shall bear all of the costs of the further investigation.

7.3 The supplier must deliver the goods 100% checked. The supplier is in particular obliged to check the goods before delivery to determine whether they meet the specifications set out in the order and are free from defects.

### **8. Quality standards – material defects – compensation**

8.1 All of the items delivered must comply with the specifications, drawings and other information set out in the order and the legal provisions applicable at the point at which the order was made, the safety technology regulations, the relevant regulations and guidelines from professional associations, trade control and the Technical Inspection Association and are appropriate for the intended use. The supplier must also note and comply with all environmental protection regulations, in particular the "List of substances which are subject to declaration" in accordance with VDA 232-101 or similar or subsequent regulations when fulfilling his obligations.

8.2 In the case of any doubt the supplier must investigate the intended purpose or the type of further processing.

8.3 Claims for material defects lapse two years from the transfer of risk unless the law sets out a longer period of limitation or we have agreed a longer period of limitation.

8.4 The limitation of our legal claims for defects is not permissible. In the case of purchase contracts or contracts for work and materials we can request the removal of the defect or the delivery of a defect-free item within an appropriate deadline. In urgent cases (if the supplier is delayed in remedying a defect or if we are threatened with unusually high damages), we are entitled, even if purchase contract law applies, to remove the defects ourselves at the cost and risk of the supplier or to have these removed by a third party. If purchase contract law applies this does not apply if the supplier is not responsible for the defect.

In these cases, the supplier must reimburse us for the necessary costs and expenses.

In particular, the supplier bears all of the costs and expenses associated with the identification and removal of the defect, including those that arise for us, in particular investigation, disassembly and reassembly, work, material, transport and other costs of subsequent delivery and subsequent improvement. This also applies if the expenses increase as a result of the fact that the item delivered was delivered to a location other than the place of performance. The method of subsequent fulfilment that we select and the subsequent fulfilment itself may only be rejected if this would only be possible with disproportionate costs unless the costs of the subsequent fulfilment (selected) exceed the original purchase price of the defective goods by more than three times this value.

8.5 We do not consent to a limitation of our statutory claims to compensation either with regard to the degree of fault or with regard to the scope of liability and the level of liability.

8.6 The legal regulations on the delivery of defective items also apply. In this respect the assertion of further claims for the delivery of defective items remains unaffected by this.

### **9. Product liability – exemption**

9.1 The supplier is obliged to release us from the claims of third parties with regard to producer and product liability to the extent that the error which triggered the liability is due to a product the supplier provided and he is not able to provide evidence that the error did not result from his manufacturing or organisational department. The claim also includes the costs of any recall actions.

9.2 The supplier must inform us of the risks which arise if his product is not used correctly.

**10. Contradictory bans on withholding payment and offsetting – transfer**

10.1 In the case of a defective delivery or service, we are entitled to withhold our payment in full or in part unless something else arises in good faith.

10.2 The transfer of claims made against us is only legally effective with our written consent.

10.3 We do not consent to a limitation of our statutory options of offsetting and the assertion of our rights to withhold payment.

10.4 The supplier is only entitled to withhold delivery if his counterclaims have been legally determined, are undisputed or are recognised by us. The supplier is also only authorised to exercise his right to withhold delivery to the extent that his counterclaim is based on the same contractual relationship.

**11. Reservation of title**

We do not consent to reservation of title regulations which go beyond the agreement of a simple reservation of title, in particular with what are known as expanded or extended reservations of title or group reservation of title.

**12. Industrial property rights**

12.1 The supplier is responsible for ensuring that no rights of third parties, in particular industrial property rights, are infringed as a result of his delivery. This applies to the place of manufacture and delivery and all of the countries in which the supplier's products are sold or delivered.

12.2 If claims are brought against us by a third party for a legal infringement of this type, the supplier is obliged to release us from these alleged or actual claims unless the supplier is not responsible for the infringement of obligations. In this case, the supplier must also reimburse us for the damages and the necessary costs and expenses which arise for us as a result of or in connection with the claim by the third party.

12.3 The regulations in number 8 are also to be applied to legal defects accordingly.

**13. Documentation and confidentiality**

All implementation documents, models, samples, drawings, data sheets, tools etc. which INTERTEK provides to the contractor may only be used to complete our orders, remain our property and can be requested back at any point. They must be treated confidentially including after the end of the business relationship.

**14. Export control – customs – declarations of the origin of goods**

14.1 The supplier is obliged to inform us of any confidentiality obligations in the case of the (re-)export of his goods in accordance with German, European and US export and customs provisions and the export and customs provisions of the country of origin of his goods in his business documentation. In order to do this, the supplier must provide the following information at least in his offers, order confirmations and invoices for the goods in question:

- the export list number in accordance with Annex AL of the German Foreign Trade Ordinance or the comparable list position in relevant exports lists, for US goods the ECCN (Export Control Classification Number) in accordance with US Export Administration Regulations (EAR),
- the trade policy place of origin of his goods and the components of his goods, including technology and software,
- a statement indicating whether the goods were transported through the USA, manufactured or stored in the USA or manufactured using US technology,
- the statistical goods number (HS code) of his goods and
- a contact in his company who is able to clarify any queries we have. On our request the supplier is obliged to communicate to us all further foreign trade data on his goods and their components and to inform us immediately (before the delivery of goods affected by this) of any changes to the above mentioned data in writing.

14.2 The supplier commits to issue a supplier's declaration in accordance with Regulation (EC) No. 1207/2001 on the origin of the products delivered. This also applies to newly included items during the period of validity of the supplier's declaration. The supplier is liable for all disadvantages which occur as a result of a culpable incorrect or delayed submission of the supplier's declaration. Where necessary, the supplier must provide evidence of the information he provides on the origin of the goods by means of an information certificate confirmed by a customs office.

If the legal requirements for the submission of a supplier's declaration do not apply, the supplier shall inform us of this and provide the relevant justification.

**15. Compliance with laws**

The supplier is responsible for ensuring that for the duration of and while implementing a contract he has concluded with us he complies with the applicable laws, regulations and other legal provisions and trade practices which are applicable to the supplier's corporate area, in particular related to the development, manufacture, sale, transport, export and certification of the products he delivers. This applies in particular to the legal regulations on the safety technology and environmental implementation and procedures involved in technical products, the generally recognised rules of the technology and the other provisions which reflect the state of the art at the point of delivery. At our request the supplier shall be prepared to confirm compliance with the above mentioned laws etc. in writing. The supplier shall reimburse us for any damages and costs which arise as a result of the culpable non-compliance with the above mentioned regulations by the supplier and shall release us from any claims by third parties made against us in this respect.

**16. Final provisions**

16.1 The law of the Federal Republic of Germany applies exclusively to the exclusion of conflicts of law provisions. The application of the CISG is excluded.

16.2 The place of jurisdiction is Stuttgart. In addition to this INTERTEK is also entitled to bring a claim at the supplier's general place of jurisdiction.

16.3 To the extent permissible in accordance with the Federal Data Protection Act, data provided by the supplier will be stored and processed using IT (Sections 28 and 29 of the Federal Data Protection Act).