

## **General purchasing terms and conditions of Hartmann Electronic GmbH, Stuttgart**

### **1. Scope of application**

- 1.1 For all contractual relationships between us and the supplier, the following conditions apply exclusively. We shall not recognise any terms and conditions conflicting with or deviating from these general purchasing terms and conditions unless their validity is expressly permitted by us in writing. These general purchasing terms and conditions apply also if we accept or pay for the service or delivery without reservation and being aware of terms and conditions of the supplier that contradict or deviate from our general purchasing terms and conditions.
- 1.2 All agreements made between us and the supplier for the purpose of the execution of this contract must be defined in writing.
- 1.3 These general purchasing terms and conditions also apply to all future business with the supplier.

### **2. Offer, offer documentation**

- 2.1 The supplier remains bound by his offer for 6 weeks as of receipt by us. Within this period, we can accept the offer by unilateral declaration.
- 2.2 Delivery calls are binding within a framework agreement if the supplier does not veto the order within 2 working days of receiving it.
- 2.3 We retain the title to and copyright on illustrations, drawings, calculations and other documents. Such documents may only be used for work involved in completing the order and shall be automatically returned to us after the order is completed.

### **3. Prices, terms of payment, transfer of risk**

- 3.1 Unless otherwise agreed, the prices quoted are net prices without VAT including packaging, delivery "carriage free" at our office or another agreed place of destination and including all additional costs.
- 3.2 Invoices can only be processed if they contain - in accordance with the specifications in the order - the order number shown on our order form.
- 3.3 Unless otherwise agreed in writing, the purchase price shall be paid **inside 14 days calculated from delivery and invoice date with 2% discount or within 30 days net from receipt of the invoice.**
- 3.4 Rights of offset or retention are due to us to the extent defined by law.
- 3.5 Place of performance for payments is the place of business of our office.
- 3.6 The risk of transport for the purchased goods is borne by the supplier until delivery has been effected to the agreed place of destination.

### **4. Delivery period**

- 4.1 The delivery period specified in the order is binding.
- 4.2 The supplier is obliged to notify us immediately in writing if any circumstances arise, or become known to the supplier, as a result of which the agreed delivery time cannot be complied with.
- 4.3 We are entitled to demand 0.3% per working day of the order sum of any delayed delivery for each case of a delay where the supplier is at fault, but no more than 5% of the order sum, as a contractual penalty.
- 4.4 We expressly retain the right to assert any additional claims for damages. The contractual penalty shall be applied as a minimum level of compensation on the further claim for damages.
- 4.5 The acceptance of delivery does not prejudice our right to make claims for a contractual penalty.
- 4.6 Otherwise, the statutory regulations apply by default.
- 4.7 After the unsuccessful expiry of a reasonable period set by us, we are entitled, at our discretion, to demand compensation for damages instead of performance or replacement from a third party or to withdraw from the contract. The right to the delivery/performance shall become void as soon as we claim damages instead of contractual performance or withdraw from the contract in writing.

## **5. Inspections of defects, liability for defects**

- 5.1 The supplier warrants that all deliveries/services are state of the art, comply with the relevant legal provisions and standards as well as the regulations and directives issued by public authorities, employers' liability insurance associations and professional associations. Furthermore, the supplier shall guarantee that all goods delivered by him are free of faults, have the agreed properties and are suitable for the respective purpose.
- 5.2 We are obliged to check the goods after receipt for identity, completeness and transport damage insofar and as soon as this is expedient in the ordinary course of business. Notifications of defects is deemed timely if they are submitted within 10 days after a defect was discovered.
- 5.3 The supplier shall remedy any defects in supplies or services notified within the warranty period without delay upon request and at its own cost at our discretion by repairing or replacing the defective parts or new delivery of the parts.
- 5.4 After a period of grace set by us for subsequent improvement or replacement has elapsed without the defect being remedied, the legal remedies of rescission, price reduction and damages are available to us.
- 5.5 The supplier must bear all of the expenses necessary for the purpose of supplementary performance, in particular transport, travel, work and material costs, installation and removal costs and costs for determining the cause of the damage.
- 5.6 The period of limitation is 36 months from the transfer of risk.

## **6. Partial deliveries**

Partial deliveries are permitted only after prior approval by us.

## **7. Retention of title**

- 7.1 Ownership of the delivered goods remains with the supplier until complete payment is made.
- 7.2 Insofar as we provide parts or means of production (tooling, moulds, templates, raw materials) and documents (samples, data) to the supplier, we reserve title to these items.

## **8. Product liability**

- 8.1 If the supplier is responsible for damage to a product, he is obliged to exempt us from third-party claims for damages at the first request insofar as the cause of the damage is located within his sphere of control and organisation and insofar as he is liable in the external relationship.
- 8.2 In this context, the supplier is also required to cover any expenditure under clauses 683 and 670 of the German Civil Code (BGB) that we incur as a result of, or in connection with, a recall conducted by us. We shall inform the supplier of the content and scope of the recall measures to be performed - to the extent possible and reasonable - and allow opportunity for comment. Other legal claims remain unaffected.
- 8.3 The supplier shall ensure adequate insurance cover for any risks of product liability and allow us to inspect to his insurance policy or insurance policy confirmation on request.
- 8.4 The supplier shall label the delivery goods in such a way that they are permanently recognisable as his products unless otherwise agreed under separate agreements.
- 8.5 By means of product identification markings, or if marking is impossible or unsuitable, by other appropriate means, the supplier must ensure that in the event of a fault in certain products, the supplier is able to identify all other products that may be affected. The supplier must inform us of his identification systems or his other measures in such a way that we can draw our own conclusions to the necessary extent.

## **9. Industrial property rights**

- 9.1 The supplier guarantees that the deliveries/service are free of any industrial property rights or copyrights of third parties, and that to his knowledge there are no other rights that restrict or exclude a usage. The supplier guarantees that by the delivery and use of the delivery goods, no patents, licenses or other third-party intellectual property rights are infringed.
- 9.2 The supplier indemnifies us and our customer against any third party claims arising from infringements of intellectual property rights and also bears all costs and expenses that arise in this connection.
- 9.3 If a third party makes claims against us on the grounds of the infringement of industrial property rights by the products delivered by the supplier, and if the use of the said products is negatively affected or prohibited by this, if the said claims are legitimate, the supplier must immediately, at the supplier's own discretion, either modify the relevant contractual services in agreement with us so that they fall outside the protected domain whilst still conforming to the provisions of the contract, or else obtain authorisation for their unlimited use for us or for their contractual use at no additional cost.

## **10. Confidentiality**

The supplier undertakes to maintain strict secrecy with regard to all diagrams, drawings, calculations and other documentation and information that he has received; they may only be disclosed to third parties with our express written consent. The confidentiality obligation also continues to apply after termination of this contract. It shall expire if and as far as the manufacturing know-how incorporated in the supplied images, drawings, calculations and other documents becomes common knowledge. Subcontractors must be placed under the same obligation.

## **11. Jurisdiction and applicable law**

- 11.1 The laws of the Federal Republic of Germany shall apply with the exception of the legal norms which refer to other legal systems. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 11.2 All disputes resulting from or arising in connection with this contract, also including the validity, annulment or termination of the contract, shall be resolved through the application of national German law by the competent courts at the place of business of our company. We are entitled to commence any proceedings against the supplier at his place of general jurisdiction.

Stuttgart, November 2017