

## General Terms and Conditions of Purchase

### 1. General information

1.1 The following terms and conditions shall apply to purchase orders and other purchase contracts for goods and services issued by HEITEC AG and its subsidiaries (hereinafter referred to as "HEITEC"). "HEITEC") are issued or concluded. The General Terms and Conditions of Purchase shall apply in their currently valid version.

### 2. Scope of application

2.1 Unless otherwise agreed in individual contracts, the legal relationship between the Contractor and HEITEC shall be based exclusively on the following terms and conditions.

2.2 Conflicting terms and conditions or terms and conditions deviating from the HEITEC Terms and Conditions of Purchase

The Contractor's terms and conditions shall not apply even if HEITEC has not expressly agreed to them in individual cases.

in particular if ordered goods are accepted without objection.

### 3. Orders

3.1 All orders and any amendments or additions thereto must always be made in writing. The content of verbal and telephone discussions shall only be binding if it has been confirmed in writing.

3.2 The Contractor shall check the order immediately for recognizable errors, ambiguities, incompleteness and unsuitability of the specification selected by HEITEC for the intended use and shall inform HEITEC immediately of any necessary changes or clarification of the order.

3.3 The Contractor shall be responsible for checking the issue status of the items ordered for conformity with the documentation or specifications available to it and shall request missing issue statuses or issue statuses updated by HEITEC from HEITEC if necessary.

3.4 If the order confirmation deviates from the order, the Contractor must notify HEITEC clearly and unambiguously in the order confirmation, stating the respective deviations. HEITEC shall only be bound by a deviation if HEITEC expressly agrees to it in writing. An unconditional acceptance of goods shall not be deemed such consent.

### 4. Delivery time

4.1 The delivery period shall run from the date of receipt of the order. As soon as the Contractor can assume that it will not be able to fulfil its contractual obligations in whole or in part, or not on time, it must inform HEITEC of this without delay, stating the reasons and the expected duration of the delay.

If the Contractor fails to do so, it may not invoke the impediment against HEITEC. 4.2 In the event of culpable default on the part of the Contractor, HEITEC may, following the fruitless expiry of a reasonable grace period set, have the delivery not yet performed by the Contractor carried out by a third party at the Contractor's expense. HEITEC may instead withdraw from the contract after the fruitless expiry of a reasonable grace period set by it. 4.3 If the Contractor fails to fulfil its obligations within the agreed delivery period, it shall be liable in accordance with the statutory provisions.

4.3 HEITEC shall be entitled to charge a penalty in the amount of 0.3% of the total order value per calendar day or part thereof of the delay in delivery or performance, up to a maximum of 5% of the total order value, irrespective of fault on the part of the Contractor and irrespective of proof of actual damage. HEITEC reserves the right to claim damages in excess of the penalty.

## 5. Prices

5.1 The agreed prices are fixed prices and are quoted - plus the applicable value added tax - free place of use, including packaging and freight costs. If an "ex works" price is agreed in an individual case, HEITEC shall only bear the most favorable freight costs.

5.2 HEITEC expressly reserves the right to recognize excess or short deliveries.

## 6. Invoices

6.1 The invoice must be sent to HEITEC immediately after delivery or completion of the service, stating all order data. The text of the invoice must be drafted and the invoices structured in such a way that they can be easily compared with the order and the invoice can be checked.

6.2 HEITEC reserves the right to return unprocessed invoices that do not comply with the specifications, in particular with regard to the order data or VAT regulations. In this case, the invoice shall be deemed not to have been issued.

## P. Payments

7.1 The period for payment of the invoice begins as soon as the delivery or service has been fully accepted by HEITEC and the properly issued invoice has been received.

7.2 Unless otherwise agreed, payments shall be made at HEITEC's discretion within 14 days less 3% discount, within 30 days less 2% discount or within 60 days net. HEITEC may withhold payment until defects have been remedied

## 8. Quality

8.1 The delivery must comply with the agreed specifications, be free from material defects and be suitable for the use assumed by HEITEC.

8.2 The Contractor must constantly align the quality of its products to be delivered to HEITEC with the latest state of the art and proactively inform HEITEC of opportunities for improvement and technical modification.

8.3 The Contractor must establish and maintain a documented quality assurance system that is suitable in type and scope and corresponds to the state of the art. It must prepare records, in particular of its quality inspections, and make these available to HEITEC on request.

8.4 The Contractor consents to quality audits by HEITEC to assess the effectiveness of its quality assurance system.

## 9. Notification of defects

9.1 HEITEC must notify the Contractor of defects in the delivery as soon as they are discovered in the ordinary course of business. In this respect, the Contractor waives the defense of late notification of defects.

9.2 HEITEC is only obliged to check incoming deliveries for the type and quantity ordered and for transport damage or externally recognizable defects. HEITEC is not responsible to the Contractor for any checks other than those mentioned above.

## 10. Warranty

10.1 The warranty period is 24 months from delivery of the goods, unless otherwise agreed in the contract.

10.2 The Contractor must rectify defects free of charge - including ancillary costs - and without delay by repair. If this is not possible or if HEITEC cannot reasonably be expected to accept repaired parts, the Contractor shall replace the defective parts with flawless ones free of charge. Further claims on the part of HEITEC shall remain unaffected.

10.3 In urgent cases or if the Contractor defaults on remedying the defect, HEITEC may carry out the necessary measures itself or have them carried out by a third party at the Contractor's expense.

10.4 The Contractor shall compensate HEITEC for all damages, in particular damages caused by defects, consequential damages and/or financial losses, uselessly incurred costs or other expenses.

## 11. Product liability

11.1 If a product liability claim is asserted against HEITEC, the Contractor shall be liable to HEITEC to the extent that it would be directly liable. The Contractor's contractual liability shall remain unaffected.

11.2 The Contractor shall be liable for measures taken by HEITEC to prevent damage, e.g. product recalls, insofar as it is legally obliged to do so.

11.3 HEITEC shall inform the Contractor immediately if it wishes to make a claim against the Contractor in accordance with the above paragraphs. HEITEC will give the Contractor the opportunity to investigate the claim and to agree with HEITEC on the measures to be taken.

## 12. Industrial property rights of third parties

12.1 The Contractor warrants that the contractual use of the delivery items does not infringe the property rights of third parties. In the event of an infringement, the Contractor shall indemnify HEITEC against all claims asserted against HEITEC by third parties due to the infringement of property rights.

12.2 Clause 12.1. shall not apply if the Contractor has produced and delivered the delivery items in accordance with specifications provided by HEITEC.

12.3 The contracting parties shall inform each other immediately of any risks of infringement and alleged cases of infringement that become known and shall give each other the opportunity to counteract such claims by mutual agreement.

## 13. Shipping instructions

Unless otherwise stipulated in individual contracts, delivery DDP delivery address is agreed. The Contractor shall therefore bear the material risk until HEITEC accepts the goods at the location to which the goods are to be delivered in accordance with the order.

## 14. Insurances

Transport insurance shall be taken out exclusively by the Contractor, unless otherwise agreed in individual contracts. The Contractor shall be liable for damage caused by it, its personnel or its authorized representative as a result of services rendered, work delivered or items and must take out sufficient liability insurance for this purpose.

## 15. Tools

15.1 All tools, devices and molds ordered and paid for by HEITEC are the property of HEITEC and are at its unrestricted disposal and are loaned to the Contractor for the exclusive manufacture of the contractual items ordered by HEITEC.

15.2 As far as possible, the tools must be permanently labelled by the Contractor as the property of HEITEC.

15.3 The Contractor shall be responsible for the maintenance, servicing and proper storage of the tools. They shall be insured by the Contractor against fire, theft and water damage at replacement value. The Contractor shall bear all costs incurred in this respect.

15.4 HEITEC is entitled to demand that the Contractor return individual tools or all tools provided to the Contractor without stating reasons. In this connection, the Contractor waives the right to assert any rights of retention against HEITEC in the event of a request for return, notwithstanding any claims to which it may be entitled against HEITEC under the business relationship.

15.5 The Contractor is obliged to notify HEITEC immediately of any impending enforcement measures or the opening of insolvency or composition proceedings and to take all steps to protect HEITEC's rights.

## 16 ROHS

The Contractor guarantees that the services to be provided by it on the basis of the order are RoHS (Restriction of (the use of certain) hazardous substances in Electrical and Electronic Equipment) compliant, and thus comply with the existing limit values in connection with the relevant directives at the time of delivery. In the event of the provision of non-RoHS-compliant services, the Contractor shall compensate HEITEC for all damages resulting from the deliveries, without prejudice to any warranty claims.

## 17. Substance and material declaration of articles

The Contractor is obliged to inform HEITEC in accordance with Article 33 of Regulation (EC) No. 1907/2006 (REACH) upon delivery if the delivered products contain one or more substances from the current version of the list in accordance with Article 59 (1) of REACH (candidate list) with a concentration of more than 0.1 per cent by mass (based on the delivered product without the packaging).

## 18. Origin of goods

The delivered contractual items must fulfil the conditions of origin of the preferential agreements of the EEC, unless expressly stated otherwise in the order confirmation.

## 19 Secrecy

19.1 The Contractor shall not make any information obtained from HEITEC accessible to third parties, even after termination of the business relationship, unless it is generally or otherwise lawfully known to the Contractor, and shall use it only for the fulfilment of the orders placed by HEITEC.

19.2 Products manufactured in accordance with documents, documentation or specifications provided by HEITEC may neither be used by the Contractor itself nor offered or supplied to third parties.

19.3 In the event of a breach of the agreement pursuant to sections 19.1 and 19.2, the Contractor shall be liable to HEITEC in full for the resulting damage, in particular for loss of profit.

## 20 Code of Conduct

20.1 The "Code of Conduct" is binding for HEITEC and must be recognized. This can be viewed as an additional document.

20.3 If the Contractor culpably breaches these obligations, HEITEC shall be entitled to withdraw from or terminate the contract, without prejudice to further claims.

## **21 Place of fulfilment, partial invalidity, applicable law, place of jurisdiction**

21.1 The place of fulfilment for deliveries and services is the place of use, for payments the registered office of the respective HEITEC company.

21.2 In the event that individual contractual provisions are invalid, the remaining provisions shall remain binding.

21.3 In addition to the contractual provisions, the law of the Federal Republic of Germany shall apply exclusively. The place of jurisdiction for the contracting parties is Ulm. However, HEITEC is also entitled to bring an action at the Contractor's registered office.