

General Purchasing Terms and Conditions ROKU-Mechanik GmbH

Section 1 Scope of Application

(1) All deliveries, services and offers of our suppliers shall be made exclusively on the basis of these General Purchasing Terms and Conditions. These terms and conditions shall form an integral part of all contracts which we conclude with our suppliers regarding the deliveries or services offered by them. They shall also apply to all future deliveries, services or offers to the Principal (Auftraggeber), even if they are not separately agreed upon again.

(2) Terms and conditions of our suppliers or third parties shall not apply, even if we do not expressly object to their applicability in any individual case. Even if we refer to a letter containing or referring to terms and conditions of the supplier or a third party, this shall not constitute consent to the applicability of such terms and conditions.

Section 2 Orders and Contracts

(1) Unless our offers expressly contain a binding period, we shall be bound by them for four weeks from the date of the offer, unless otherwise stipulated in the offer. Receipt of the declaration of acceptance by us shall be decisive for the timeliness of acceptance.

(2) We shall be entitled to change the time and place of delivery as well as the type of packaging at any time by written notification with a notice period of at least 15 calendar days prior to the agreed delivery date. The same shall apply to changes to product specifications, provided that such changes can be implemented within the supplier's normal production process without significant additional effort; in such cases, the notice period pursuant to the preceding sentence shall be at least 30 calendar days. We shall reimburse the supplier for any reasonable and documented additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided in the supplier's normal production and business operations with reasonable efforts, the originally agreed delivery date shall be postponed accordingly. The supplier shall notify us in writing of any additional costs or delivery delays expected by him upon careful assessment in good time before the delivery date, but at least within 5 working days after receipt of our notification pursuant to sentence 1.

(3) We shall be entitled to withdraw from the contract at any time by written declaration stating the reason if (a) we can no longer use the ordered products in our business operations or can only use them with significant expense due to circumstances occurring after the conclusion of the contract for which the supplier is responsible (such as non-compliance with statutory requirements), or (b) the financial circumstances of the supplier deteriorate after the conclusion of the contract to such an extent that proper delivery cannot be expected.

Section 3 Prices, Payment Terms, Invoice Details

(1) The price stated in the order shall be binding.

(2) Unless otherwise agreed in writing, the price shall include delivery and transport to the shipping address specified in the contract, including packaging.

(3) Insofar as the agreed price does not include packaging and the remuneration for packaging - which is not merely provided on loan - is not expressly specified, the packaging shall be charged at the documented cost price. Upon our request, the supplier shall take back the packaging at his own expense.

(4) Unless otherwise agreed, we shall pay the purchase price within 14 days with a 3% discount (Skonto) or within 60 days net from delivery of the goods and receipt of the invoice. For the timeliness of payments owed by us, it shall be sufficient that our transfer order is received by our bank.

(5) Our order number, article number, delivery quantity and delivery address shall be stated in all order confirmations, delivery documents and invoices. If one or more of these details are missing and this causes a delay in processing by us in the ordinary course of business, the payment periods specified in paragraph 4 shall be extended by the period of the delay.

(6) In the event of default in payment (Zahlungsverzug), we shall owe default interest (Verzugszinsen) at a rate of 5 percentage points above the base interest rate (Basiszinssatz) pursuant to Section 247 of the German Civil Code (§ 247 BGB).

Section 4 Delivery Time and Delivery, Transfer of Risk

(1) The delivery time (delivery date or period) specified by us in the order or otherwise applicable under these General Purchasing Terms and Conditions shall be binding. Early deliveries are not permitted.

(2) The supplier shall be obliged to inform us immediately in writing if circumstances arise or become apparent indicating that the delivery time cannot be met.

(3) If the day on which delivery must be made at the latest can be determined on the basis of the contract, the supplier shall be in default (Verzug) upon expiry of that day without any reminder (Mahnung) on our part being required.

(4) In the event of delay in delivery (Lieferverzug), we shall have unrestricted statutory claims; however, we may only exercise a right of withdrawal (Rücktrittsrecht) or assert claims for damages in lieu of performance (Schadensersatz statt der Leistung) after the unsuccessful expiry of a reasonable grace period (Nachfrist).

(5) In the event of delivery delays, we shall be entitled, after prior written warning to the supplier, to demand a contractual penalty (Vertragsstrafe) of 0.5% of the respective order value for each commenced week of delay, up to a maximum of 5%. The contractual penalty shall be credited against any damages for delay (Verzugsschaden) to be paid by the supplier.

(6) The supplier shall not be entitled to make partial deliveries (Teillieferungen) without our prior written consent.

(7) The risk (Gefahr) shall not pass to us until the goods are handed over to us at the agreed destination, even if shipment has been agreed.

Section 5 Protection of Ownership (Eigentumssicherung)

(1) We reserve ownership (Eigentum) or copyright (Urheberrecht) in respect of orders, contracts and drawings, illustrations, calculations, descriptions and other documents made available to the supplier. The supplier may not make them accessible to third parties, nor use or reproduce them himself or through third parties, without our express consent. The supplier shall return these documents to us in full upon request if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In such cases, any copies made by the supplier shall be destroyed; excluded from this are only retention within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of ordinary data backup.

(2) Tools and models (Werkzeuge und Modelle) that we provide to the supplier or that are manufactured for contractual purposes and separately invoiced to us by the supplier shall remain our property or become our property. The supplier shall mark them as our property, store them carefully, insure them to an appropriate extent against damage of any kind and use them only for the purposes of the contract. In the absence of any other agreement, the costs of their maintenance and repair shall be borne by the contracting parties in equal shares. However, insofar as such costs are attributable to defects in items manufactured by the supplier or to improper use by the supplier, his employees or other vicarious agents (Erfüllungsgehilfen), they shall be borne by the supplier alone. The supplier shall notify us immediately of any damage to these tools and models that is not merely insignificant. Upon request, the supplier shall be obliged to return them to us in proper condition if they are no longer required by him for the fulfilment of contracts concluded with us.

(3) Retention of title (Eigentumsvorbehalt) by the supplier shall only apply insofar as it relates to our payment obligation for the respective products in which the supplier retains ownership. In particular, extended or prolonged retention of title (erweiterter oder verlängerter Eigentumsvorbehalt) is not permitted.

Section 6 Warranty Claims

(1) In the event of defects (Mängel), we shall have unrestricted statutory claims.

(2) Deviations in quality and quantity shall in any case be deemed to have been notified in good time if we notify the supplier thereof within 20 working days of receipt of the goods. Hidden material defects (versteckte Sachmängel) shall in any case be deemed to have been notified in good time if notification is given to the supplier within 20 working days of discovery.

(3) Acceptance (Abnahme) or approval of submitted samples or specimens shall not constitute a waiver of warranty claims on our part.

(4) The limitation period (Verjährung) for warranty claims shall be suspended upon receipt of our written notice of defect (Mängelanzeige) by the supplier until the supplier rejects our claims, declares the defect to be remedied, or otherwise refuses to continue negotiations regarding our claims. In the case of replacement delivery (Ersatzlieferung) and rectification of defects (Mängelbeseitigung), the warranty period for replaced and remedied parts shall recommence, unless we had to assume from the supplier's conduct that he did not consider himself obliged to take the measure but only made the replacement delivery or rectification of defects for reasons of goodwill (Kulanz) or similar reasons.

Section 7 Product Liability

(1) The supplier shall be responsible for all claims made by third parties for personal injury or property damage insofar as they are attributable to a defective product delivered by him, and shall be obliged to indemnify (freistellen) us against any liability resulting therefrom. If we are obliged to carry out a recall campaign (Rückrufaktion) against third parties due to a defect in a product delivered by the supplier, the supplier shall bear all costs associated with the recall campaign.

(2) The supplier shall maintain product liability insurance (Produkthaftpflichtversicherung) at his own expense with a coverage amount of at least EUR 100,000.00, which, unless otherwise agreed in individual cases, does not need to cover recall risk or punitive damages or similar damages. The supplier shall send us a copy of the liability insurance policy upon request at any time.

Section 8 Industrial Property Rights

(1) The supplier shall warrant in accordance with this paragraph 1 that products delivered by him do not infringe any industrial property rights (Schutzrechte) of third parties in countries of the European Union or other countries in which he manufactures or has the products manufactured. He shall be obliged to indemnify us against all claims made by third parties against us on account of such infringement of industrial property rights and to reimburse us for all necessary expenses incurred in connection with such claims. This shall not apply insofar as the supplier proves that he is not responsible for the infringement of industrial property rights and could not have known of it upon the exercise of commercial diligence at the time of delivery.

(2) Our further statutory claims on account of defects in title (Rechtsmängel) of the products delivered to us shall remain unaffected.

Section 9 Confidentiality

(1) The supplier shall be obliged to keep confidential the terms of the order as well as all information and documents made available to him by us for this purpose (with the exception of publicly accessible information) for a period of 5 years from the time of delivery and to use them only for the execution of the order. The supplier shall promptly return the aforementioned documents upon request upon completion of the order or resolution of enquiries relating thereto.

(2) Without our prior written consent, the supplier may not refer to the business relationship in advertising material, brochures, etc. or exhibit items delivered for us.

(3) The supplier shall impose obligations on his sub-suppliers (Unterlieferanten) corresponding to this Section 9.

Section 10 Assignment and Set-Off

(1) The supplier shall not be entitled to assign (abtreten) his claims arising from the contractual relationship to third parties. This shall not apply insofar as monetary claims are concerned.

(2) The supplier shall only have a right of set-off (Aufrechnungsrecht) or right of retention (Zurückbehaltungsrecht) in respect of counterclaims that have been established by final and binding judgment (rechtskräftig festgestellt) or are undisputed (unbestritten).

Section 11 Compliance with Laws

(1) The supplier shall be obliged to comply with all statutory provisions applicable to him in connection with the contractual relationship. This relates in particular to anti-corruption and anti-money laundering laws as well as antitrust law, labour law and environmental protection regulations.

(2) The supplier shall ensure that the products delivered by him meet all relevant requirements for placing on the market in the European Union and in the European Economic Area. He shall demonstrate conformity to us upon request by submitting appropriate documents.

(3) The supplier shall make reasonable efforts to ensure compliance by his sub-suppliers with the obligations incumbent upon the supplier under this Section 11.

Section 12 Place of Performance, Jurisdiction, Applicable Law

(1) The place of performance (Erfüllungsort) for both parties and the exclusive place of jurisdiction (Gerichtsstand) for all disputes arising from the contractual relationship shall be 73485 Unterschneidheim.

(2) Contracts concluded between us and the supplier shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (UN-Kaufrechtsübereinkommen/CISG).

(3) Insofar as the contract or these General Purchasing Terms and Conditions contain gaps in regulation, those legally effective provisions shall be deemed agreed to fill such gaps which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Purchasing Terms and Conditions if they had been aware of the gap.