

## General Terms and Conditions of Purchase of EPflex Feinwerktechnik GmbH

### 1. Validity of the Terms and Conditions

Contracts between EPflex Feinwerktechnik GmbH (hereinafter referred to as "EPflex") and merchants, legal persons under public law or special funds under public law for the delivery of goods to EPflex are concluded exclusively on the basis of the following terms and conditions. Counter-confirmations of the customer with reference to deviating conditions are hereby rejected; EPflex does not acknowledge such conflicting or deviating terms and conditions of the customer, unless EPflex has expressly agreed to their validity in writing. These conditions also apply if EPflex accepts the delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the customer. These General Conditions of Purchase also apply to all future transactions with the customer, even without reference being made to them. Ancillary agreements and deviating agreements require the written confirmation of EPflex to be legally valid.

### 2. Order and Acceptance:

**2.1.** An order is only deemed to have been placed when it has been both prepared in writing and signed by EPflex. Orders placed orally or by telephone are only binding for EPflex if EPflex has confirmed them by subsequently submitting a written order. EPflex is not liable for obvious errors, typographical errors and miscalculations in the documents, drawings and plans submitted by EPflex. The supplier shall inform EPflex about such errors, so that the order can be corrected and renewed. This also applies to missing documents or drawings.

**2.2.** By accepting the order, the supplier shall allow EPflex to verify proof of origin certificates and supplier declarations by the Customs Administration and shall provide EPflex with the necessary information and any official confirmations (information sheets) that may be required. Upon delivery of goods originating in the EU, verification is carried out by the sending of a proof of origin certificate in accordance with Regulation (EU) 952/2013.

**2.3.** Purchase orders must be confirmed by signature by EPflex on the copy of the order within two weeks of order, after which EPflex will no longer be bound by the order.

**2.4.** Deviations in quantity and/or quality, when compared to the text and content of the order from EPflex, and subsequent changes to the contract shall not be deemed agreed upon until EPflex has expressly confirmed them in writing.

**2.5.** Drawings, tools, samples, models, trademarks, and the like, as well as finished products and semi-finished products, supplied by EPflex or manufactured on behalf of EPflex, remain

the property of EPflex and may be delivered to third parties only with the express written consent of EPflex. Unless otherwise agreed upon in individual cases, these must be returned to EPflex immediately upon completion of the order without any special request. Products manufactured or labeled with such manufacturing equipment, brands and designs may only be delivered to third parties with the express written consent of EPflex.

**2.6.** Any supplied material remains the property of EPflex. Such material is to be stored separately and may only be used for orders from EPflex. [] The items manufactured with the materials provided by EPflex are the property of EPflex in their respective manufactured condition. The supplier shall store these items for EPflex; The purchase price includes costs for the safekeeping of the objects and materials held for us.

### 3. Prices and Payment

**3.1.** Unless otherwise stated, the agreed prices are fixed prices, insofar as the supplier does not generally reduce the prices concerned. The prices include packaging, freight and all ancillary costs, carriage paid to the delivery address stated in the order excluding VAT.

**3.2.** The supplier shall not grant EPflex less favorable prices and conditions than other customers, if and to the extent that they offer the supplier equal or equivalent conditions in specific cases.

**3.3.** Invoices are to be issued separately for each order. Payment is made only after complete receipt of the faultless goods or complete faultless performance and after receipt of a correct and complete invoice. This applies correspondingly in the event of part-deliveries.

**3.4.** The discount for payment within 14 days after the due date is 3%.

**3.5.** Claims by the supplier vis-a-vis EPflex may only be assigned to third parties with the consent of EPflex. Payments are made only to the supplier.

### 4. Delivery and Delivery Times

**4.1.** Delivery is to be made at the supplier's expense, free of charge, carriage paid, and including packaging, to the point of receipt specified by EPflex. If, exceptionally, EPflex has to bear the freight, the supplier shall choose the mode of transport prescribed by EPflex, without specification by EPflex of the most favorable method of transport and delivery for EPflex.



**4.2.** Partial, over or premature deliveries are only permitted with the consent of EPflex. Any resulting additional costs shall be borne by the supplier. If delivery of partial quantities or on call has been agreed upon, EPflex may assert EPflex's rights in respect to the entire contract if the delivery period is exceeded, even if the conditions for the partial quantity are met, but if the delay in the partial quantities has rendered the interest in performance of the entire contract null and void.

**4.3.** The risk of damage or loss of the contractual product during transport or a delay in transport only passes to EPflex upon acceptance by EPflex's receiving station.

**4.4.** Packaging is included in the price. If exceptionally agreed otherwise, the packaging must be calculated at cost. The supplier shall use the packaging specified by EPflex and ensure that the packaging protects the goods against damage. If goods are returned, the full calculated price for the goods must be credited.

**4.5.** The agreed delivery times and dates are binding. They begin from the date of the order. Within the delivery period or the delivery date, the goods must be received at the point of receipt specified by EPflex. If delays are to be expected, the supplier shall immediately notify EPflex and seek and await the decision to continue with the order.

**4.6.** If the supplier is in default, EPflex has the right to demand a contractual penalty of 0.5% of the net order value per commenced week of delay in delivery, but no more than 5% of the net order value. The contractual penalty paid will be offset against a claim for damages. The claiming of further damages due to delay by EPflex is not excluded by the contractual penalty.

**4.7.** EPflex is not obliged to accept any goods before the delivery date.

**4.8.** War, civil war, export restrictions or trade restrictions due to changes in political conditions, strikes, lockouts, breakdowns, operational restrictions and similar events that make it impossible or unreasonable for EPflex to fulfill the contract are considered force majeure and release EPflex from EPflex's obligation to accept delivery in due time for the duration of said event. The contracting parties shall inform themselves about this and adapt their obligations to the changed circumstances in good faith.

## 5. Documentation

**5.1.** Invoices, delivery notes and packing slips must be attached in duplicate to each shipment. These documents must contain:

- Order number from EPflex
- Quantity and unit of measure
- Gross, net and possibly calculated weight
- Article description and article number from EPflex
- Remaining quantity to be delivered for partial deliveries.

**5.2.** In the case of freight shipments, EPflex must be separately sent a shipping notice on the day of dispatch.

## 6. Warranty

**6.1.** The supplier shall only ship goods that have been thoroughly inspected and approved of and therefore waives having a detailed incoming goods inspection performed at our location, with the exception of a check for discernible deviations from the delivery note and externally visible damage caused during shipment. EPflex shall inspect the incoming goods for other defects or damages as far as and as soon as this is possible in the ordinary course of business, and shall report any defects discovered within a period of one week after discovery. With these stipulations, the supplier waives the defense of failure to inspect or late inspection or late notification of defects according to § 377 of the German Commercial Code.

**6.2.** The supplier shall guarantee that the supplier's deliveries and services comply with the recognized rules of technology, the contractually agreed-upon properties/characteristics/features/qualities, and regulations concerning safety, occupational safety, and accident prevention, as well as all other applicable regulations.

**6.3.** The supplier is liable for the fact that no patents or other industrial property rights of third parties are infringed by the supplier's delivery and or EPflex's contractual use of the goods. The supplier shall indemnify EPflex and EPflex's customers from all claims of third parties arising from such industrial property rights at first request. This does not apply if the supplier has produced the delivered goods according to drawings, models or other similar descriptions or orders given by EPflex and does not know or cannot know, in connection with the goods or services provided by the supplier, that such rights will be infringed.

**6.4.** EPflex may exercise EPflex's rights vis-a-vis the supplier in accordance with §§ 478, 479 of the German Civil Code (recourse of the entrepreneur), even if the end purchaser of the delivery item is not a consumer.

**6.5.** Warranty claims are subject to a limitation period of 36 months beginning with the transfer of risk.



## 7. Producer Liability

If a claim is filed by a third party against EPflex for product liability, the supplier shall indemnify EPflex from such claims upon first request, provided that and insofar as the damage is caused by a defect in the contractual item delivered by the supplier. However, in cases of strict liability on the part of EPflex, this shall only apply if the supplier is at fault. If the cause of the damage lies within the area of responsibility of the supplier, the supplier shall bear the burden of proof to the extent that the supplier is not at fault. In such cases, the supplier shall assume all costs and expenses including the costs of any legal action or recall action and shall indemnify EPflex upon first request against any costs and expenses incurred by EPflex as well as any claims asserted against EPflex by third parties.

## 8. Environmental Regulations

For materials used by the supplier which, due to laws, regulations or other provisions, or due to their composition or their effect on the environment, require special treatment with regard to packaging, transport, storage, handling and/or waste disposal, the supplier shall enclose with the order confirmation a fully completed safety data sheet, the data sheet required for any further distribution abroad, as well as an applicable accident procedures sheet. In the event of changes in the materials used by the supplier or in the legal situation, the supplier shall send updated data and information sheets to EPflex.

## 9. Applicable Law, Place of Jurisdiction, Partial Invalidity

**9.1.** These General Conditions of Purchase and all legal relations between EPflex and the supplier are governed exclusively by the laws of the Federal Republic of Germany, with the exception of international private law and to the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

**9.2.** The place of performance for all obligations arising from the contractual relationship is Dettingen/Erms. The place of jurisdiction for all disputes arising from and in connection with contracts between EPflex and the supplier, insofar as the supplier is a merchant or a legal entity equivalent in § 38 of the German Code of Civil Procedure, is Dettingen/Erms; however, EPflex shall also be entitled to file a suit against the supplier at the location of the supplier's registered office.

**9.3.** Should a provision in these General Conditions of Purchase or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.