

## **Standard Terms and Conditions for Purchase Orders of Siegert Wafer GmbH**

### **I. General provisions and scope of application**

- 1.1 The Standard Terms and Conditions for Purchase Orders of Siegert Wafer GmbH (hereinafter referred to as the „Customer“) shall apply exclusively. Should the Customer's contracting partner (hereinafter referred to as the „Supplier“) use terms and conditions which contradict, or deviate from, these Standard Terms and Conditions, such terms and conditions shall not be accepted, except if the Customer expressly and in writing approves of the application of deviating terms. These Standard Terms and Conditions shall even apply if the Customer, being aware of terms used by the Supplier which contradict, or deviate from, the Customer's own Standard Terms and Conditions, accepts delivery from the Supplier without reservations.
- 1.2 These Standard Terms and Conditions shall also apply to all future transactions with the Supplier. By accepting the order, in any case no later than upon dispatch of the goods, the Supplier shall be deemed to have accepted these Standard Terms and Conditions.
- 1.3 These Standard Terms and Conditions shall only apply in the relationship with businesses in accordance with the definition in sec. 14 of the German Civil Code (BGB).
- 1.4 Ancillary agreements, as well as modifications of, amendments to, or the cancellation of the contract must be set out in writing.

### **II. Offer, order confirmation and scope of performance**

- 2.1 In the offer, the Supplier shall strictly adhere to the inquiry with regard to the quantities and characteristics of the goods, and shall expressly mention any deviations. In such cases, the contract shall only be concluded upon a written declaration of consent from the Customer. Silence shall be considered as a refusal of such offer.
- 2.2 Offers shall be submitted in writing and free of charge.
- 2.3 Any concerns on the Supplier's part regarding the performance as intended by the Customer - for instance because the content or interpretation of the request is ambiguous - shall be notified in writing to the Customer immediately, prior to

performance of the order. In such cases, performance of the order is only permitted on the basis of another written communication by the Customer.

- 2.4 The documents, drawings, weight and dimensions data, samples etc. received as part of the order shall be considered to be specific and shall be deemed to constitute quality characteristics. The Supplier shall not deviate from the descriptions in the offer. The goods must have the characteristics or features contained in samples or set out in quality control agreements, which shall constitute mandatory agreed quality characteristics. In as far as the Customer requests type samples, series production may not commence until the sample has been approved in writing.
- 2.5 Orders shall always be placed in written form. Orders placed orally, by telephone or telegraph shall only be valid if confirmed in written form by the Customer. The same shall apply to any amendments or modifications.
- 2.6 The Supplier shall accept the order within 10 days. Should the order not be confirmed in writing within 10 days, the Customer shall have the right to revoke the offer for the conclusion of a contract within a further period of 14 days. The Supplier cannot base any claims on such revocation.
- 2.7 The supplied goods must comply with the applicable statutory accident prevention regulations, VDE rules, applicable police orders, other statutory requirements and accepted codes of practice. The Supplier warrants that the supplied object is free from defects regarding construction, materials and workmanship. The Supplier in particular warrants that the supplied object has the characteristics defined by the Customer and is fully functional.

### **III. Prices**

- 3.1 The price stipulated in the order is binding. In the absence of any deviating written agreement, the price shall comprise delivery "carriage paid", including packaging; this shall not be invoiced separately.
- 3.2 Except if agreed differently and clearly shown in the order confirmation, the specified prices shall be gross prices; statutory value added tax at the applicable rate shall be included.
- 3.3 Should, after the conclusion of the contract, events occur which increase the Supplier's costs for the production or shipment of the goods, in-

cluding due to increases in the Supplier's purchase prices or due to wage increases, the Supplier shall not have the right to increase the prices accordingly, except if a different agreement has been expressly set out in writing.

#### **IV. Invoicing and payment**

4.1 The invoice is to be sent to the Customer separately, in duplicate and immediately after delivery has been made. Only the dimensions, weights and quantities determined by the Customer shall be decisive. Payment of the invoice shall be made after complete receipt of the goods or full performance, and after receipt of the invoice, and shall be subject to the following terms:

within 14 working days with 3% cash discount or 30 days net.

4.2 Payment by cash on delivery is not possible.

4.3 Any transfer to third parties of claims against the Customer is prohibited.

4.4 It is hereby specifically stressed that the Customer only recognises the ordinary reservation of title. Provisions regarding reservation of title that cover the assignment of claims and acquisition of co-ownership shall not be accepted by the Customer.

#### **V. Delivery, delivery time and default in delivery**

5.1 The delivery time specified by the Supplier in the order confirmation is binding - except if agreed otherwise in writing. The delivery period shall commence upon receipt of the order by the Supplier.

5.2 The delivery period shall be deemed to have been complied with if the ordered goods are received by the Customer on the agreed date.

5.3 Partial deliveries and early deliveries require an expressed agreement.

5.4 As soon as the Supplier has to assume that a delay will not be able to be avoided, the Supplier shall inform the Customer thereof in writing in order to mitigate any potential damage, also stating the reasons and the expected duration of the delay. Should the Supplier fail to comply with this notification obligation, it shall also be liable for delays in delivery for which it is not responsible. Neither the notification nor silence upon receipt of such notification shall constitute an acceptance of the new delivery date.

5.5 In the event of a delay in delivery, the Customer shall have the right to request payment of liquidated damages amounting to 0.5 % of the pro rata share of the outstanding part of the order per working day of such delay, however, no more than a total of 5 %. Statutory claims going beyond the above shall not be affected by this provision; the Customer shall in particular retain the right to demand damages in lieu of performance and to withdraw from the contract, after expiry of an adequate period of grace. The Supplier shall be free to provide proof that no damage was incurred due to such delay, or that the damage incurred was significantly lower.

5.6 Should deliveries be effected prior to the agreed date, the Customer reserves the right to send the goods back at the Supplier's risk or to invoice the Supplier for the costs incurred (such as demurrage), and to re-calculate the invoice amounts accordingly.

5.7 In all other respects, delivery shall be effected pursuant to INCOTERMS 2010.

#### **VI. Obligation to accept delivery**

6.1 The statutory rules shall apply to the acceptance of the ordered goods, except if other agreements have been made. Interruptions of operations due to force majeure, in particular strikes, lock-outs etc., shall release the Customer from its acceptance obligation, at least for the period during which such impairments continue. In such cases, the Customer shall have the right to request delivery at a later date, without the Supplier being entitled to derive any claims against the Customer therefrom.

6.2 The above shall also apply to all other events for which the Customer is not responsible.

#### **VII. Transfer of risk**

7.1 All deliveries shall be made at the Supplier's risk, free of freight costs and expenses, to the destination specified by the Customer. Freight costs shall be paid by the sender at the dispatch station. Costs for transport insurance shall not be borne by the Customer. If express delivery or accelerated shipment is necessary due to a fault on the part of the Supplier, any additional costs incurred shall also be borne by the Supplier. The goods shall be packed adequately, in accordance with the general terms and conditions for railway and air transport and freight forwarding.

- 7.2 Every shipment must be accompanied by a delivery note in duplicate. The delivery notes must comprise comprehensive information on the contents and the order number.

### **VIII. Liability for defects**

- 8.1 The Customer shall have the right to choose either rectification or replacement. The Customer shall have the right to withdraw from the contract, to reduce the purchase price and to request damages in lieu of performance once an adequate deadline set for the rectification or replacement has expired unsuccessfully.
- 8.2 The Customer shall have the right to reduce the purchase price and to request damages in lieu of performance even if defects are insignificant.
- 8.3 In the event of replacement or rectification, the Supplier shall also bear the costs incurred due to the purchased goods being transported after delivery to a place other than the recipient's place of residence or commercial establishment. The place of performance for such replacement or rectification shall be the place specified by the Customer. Costs for installation and removal shall also be borne by the Supplier.
- 8.4 In urgent cases, where coordination with the Supplier is not possible in time, and provided that this appears to be necessary in order to mitigate the damage, the Customer may rectify defects or procure replacement elsewhere at the Supplier's costs.
- 8.5 The Customer's claims on account of material defects shall become time-barred after expiry of three years from the date the contractual goods were handed over.
- 8.6 The Customer shall be obligated to inspect the supplied goods for potential defects, within a reasonable period of time; any complaints shall be deemed to have been submitted in a timely manner if they are received by the Supplier within 20 working days from the date of receipt of the goods or, in the event of hidden defects, from the date on which such defects are detected.

### **IX. Product liability**

- 9.1 If the Supplier is responsible for a product damage, it shall be obligated to insofar indemnify the Customer from third-party claims for damages, upon first request, in as far as the cause for the damage originates from the Supplier's area of control and organisation, and in as far as the

Supplier itself is liable vis-à-vis third parties.

- 9.2 Within the context of its liability for damage, the Supplier shall also be obligated to reimburse the Customer for all expenses that originate from, or in connection with, a product recall campaign carried out by the Customer. The Customer shall inform the Supplier of the contents and scope of the product recall to be carried out - in as far as this is possible and reasonable - and shall give the Supplier the opportunity to comment. Other statutory claims shall remain unaffected.
- 9.3 The Supplier undertakes to maintain a product liability insurance with an appropriate cover sum, and to provide proof thereof upon request.

### **X. Models, samples, drawings, etc.**

- 10.1 The Customer hereby reserves the rights of ownership and the copyrights to the documents which the Customer makes available to the Supplier.
- 10.2 Such documents must not be made available to third parties without prior written approval, must be kept under lock and key and must be insured.
- 10.3 They shall be returned without a specific request as soon as they are no longer needed to perform the delivery. Models, samples, drawings etc. shall remain the Customer's property once the share of tool manufacturing costs has been paid.

### **XI. Property rights**

The Supplier warrants that the delivered goods do not infringe upon any domestic or foreign industrial or other property rights. The Supplier hereby indemnifies the Customer in the relationship between the Supplier and the Customer from any damages or other claims caused by a breach of this obligation that may be asserted against the Customer.

### **XII. Confidentiality, place of performance, place of jurisdiction and governing law**

- 12.1 The Parties undertake to maintain strict confidentiality with regard to all information disclosed by one of them to the other Party under the condition and/or with the indication of the need to keep such information confidential. This confidentiality obligation shall survive the termination and expiry of the contract.
- 12.2 The place of performance for deliveries shall be the place specified by the Customer. If such specification is not made, the place of performance

shall be Aachen, Germany. The same shall apply with regard to the place of performance for any replacement or rectification by the Supplier.

12.3 The place of jurisdiction for all disputes arising from this contract shall be Aachen, Germany. However, the Customer shall also have the right to file action against the Supplier with the court with jurisdiction for the Supplier's general place of jurisdiction or one of the Customer's branch offices.

12.4 The contract shall exclusively be governed by German law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.5 Should individual provisions in this contract be invalid, this shall not affect the validity of the remaining provisions. The Parties shall endeavour to replace an invalid provision with a valid provision which comes as close as possible to the economic purpose of the contract.