

# Purchasing Conditions

## §1 General Terms and Conditions / Scope

- (1) These Purchasing Conditions apply to all current and future trading between the buyer and suppliers or service providers (hereinafter called: „supplier“). Our purchases shall be subject exclusively to our Purchasing Conditions. The General Terms of Delivery of the supplier do not apply either even if the buyer does not contradict expressly. The Purchasing Conditions shall also apply in the event that the buyer has received goods or services of the contractor on his General Terms of Delivery.
- (2) Suppliers in terms of these Purchasing Conditions are exclusively traders. A trader in terms of these Purchasing Conditions is a natural or artificial person or a partnership having legal capacity who acts in the execution of his commercial or independent occupational activity when concluding a legal transaction. A partnership having legal capacity is a partnership which is capable of acquiring rights and accepting obligations (§ 14 BGB (German Civil Code)).
- (3) Any modification of these Conditions as well as subsidiary agreements require a confirmation in writing of the buyer in order to become binding. Any deviating, contrary or additional General Terms and Conditions shall not become part of the contract unless the buyer has expressly agreed to be bound by such other conditions. The same applies in the event that the buyer accepts, without any reservation, the delivery from a supplier in the awareness of such terms and conditions.

## §2 Quotation and Conclusion of the Contract

- (1) Only orders placed in writing shall be binding. The supplier shall accept the order of the buyer within five business days; within this period of time, the buyer must have received an order confirmation indicating a binding delivery date of the supplier. Orders are placed by fax or in an electronic way without signature in each case.

## §3 Payment- Invoicing - Pricing

- (1) The price shown in the order shall be binding and shall exclude any subsequent price increases or supplementary claims. Unless otherwise agreed in writing, the delivery shall be effected „free domicile“, i. e. at supplier's risk and expense. Unless otherwise agreed in writing, the price „free domicile“ includes appropriate packaging. For the return of the packaging, a special agreement shall be necessary.
- (2) One simple invoice shall be issued. Invoices can only be processed by the buyer if the order number, shown in the order of the buyer, is indicated according to the guidelines mentioned in the order. The supplier shall be solely responsible for any consequences that may arise from non-compliance with these provisions unless he can demonstrate that he is not responsible for such non-compliance.
- (3) Subject to any written agreement to the contrary, the buyer pays the purchase price within 14 days from proper delivery and receipt of invoice at a 3 % discount or within net 30 days from receipt of invoice. The buyer shall be entitled to set-off and retention rights as provided for under the law.
- (4) Price increases shall be acknowledged by us in writing. Should the market situation allow a price reduction, the stipulated price shall be reduced accordingly. The same applies to master agreements. If an agreement on the new price cannot be reached, the buyer is entitled to withdraw from the contract.

## §4 Delivery dates

- (1) The delivery dates stated in the order shall be binding. Delivery shall be deemed made on time when the goods are received at the stipulated place of receipt in a timely manner. The buyer is not bound to accept receipt of partial deliveries or partial performance.
- (2) The supplier shall notify the buyer immediately in writing, indicating reasons and a new delivery date, if circumstances arise, or if the supplier can identify circumstances, which give rise to the conclusion that the delivery time as stipulated cannot be complied with.

- (3) In the event of a delay in delivery, the buyer shall be entitled to claim penalties in the amount of 1 % of the value of the goods to be delivered for each full week of the delay, however not more than 10 %. Any other statutory claims (in particular withdrawal and claim for damages in lieu of performance) shall remain intact. The parties are entitled to demonstrate that, due to the delay, no, a significantly lower or a significantly more important damage has been caused.

**§5 Place of performance – Transfer of risk**

- (1) Place of performance is the domicile of the buyer.
- (2) The risk of accidental loss and accidental deterioration of the sold goods shall pass to the buyer only if the goods have been received and accepted by the buyer, at the earliest.

**§6 Quality – Warranty– Documentation**

- (1) The supplier shall observe approved technical regulations, all relevant safety regulations and the stipulated technical data with regard to the goods to be supplied.
- (2) The supplier shall document the manufacturing process and any taken quality assurance measures. The corresponding proofs shall be saved for ten years and demonstrated to us on demand. Should the supplier give up his business before the expiration of this term, the supplier shall let us have any such documentation free of charge.
- (3) Should public authorities or customers request insight into production process and documentation for verifying the compliance with necessary requirements, the supplier shall provide any reasonable assistance.
- (4) The supplier shall commit his suppliers accordingly.
- (5) With regard to material and articles harmful to health and/or the environment which are, due to regulations, subject to any special treatment regarding packaging, transport, storage, handling and disposal, the supplier shall provide us with a duly completed safety data sheet as per § 14 of the Ordinance on Hazardous Substances and a relevant accident procedures sheet (transport). In the event of modifications of the materials or the legal situation, the supplier shall provide us with updated safety data sheets and leaflets.
- (6) The supplier shall carry out quality assurance. Upon receipt of goods, the buyer inspects the goods only visually within a reasonable period of time for any deviations in terms of quality and quantity as well as for transport damages and reprimands defects within a reasonable period of time. Any complaint made shall be deemed as having been made in a timely manner if it is received by the supplier within a period of five business days from receipt of the goods. An operation test is only carried out by the buyer once the unit is finally assembled for the purchaser. For the complaint of defects revealed during the operation test, the first sentence applies accordingly from the time of discovery. In this respect, the supplier renounces his rights as per § 377 HGB (German Commercial Code).
- (7) The buyer shall be entitled to bring claims based on defects to the full extent provided for under the law. At any rate, the buyer shall be entitled, at his discretion, to require the supplier either to rectify the defect or to deliver replacement goods. The buyer shall reserve in express terms the right to damages, particularly the right to damages in lieu of performance.
- (8) Claims shall be barred after three years from transfer of risk unless the law provides for longer periods.
- (9) The supplier shall provide spare parts availability for a period of ten years.

**§7 RoHS - REACH – critical raw material - ESD**

- (1) The Purchaser shall only accept RoHS-compliant goods in accordance with EC Directive 2011/65/EU or the latest current directive.
- (2) Only REACH-compliant goods in accordance with Regulation (EC) No. 1907/2006 or the latest current directive shall be delivered. If it becomes apparent after conclusion of the contract that the contractual goods contain substances that are on the candidate list, the Supplier shall inform the Purchaser thereof without being requested to do so and without delay. This obligation shall continue to apply after delivery.

- (3) According to Commission Regulation (EU) 2019/1784 of 01.10.2019 laying down requirements for the ecodesign of welding equipment pursuant to Directive 2009/125/EC a list of critical raw materials, which may be present in indicative quantities of more than 1g in individual components and an indication of the components in which these critical raw materials are present, must be provided as information, be named. We therefore ask you to notify us accordingly for the goods delivered by you. A list of "critical raw materials" can be found here <https://eur-lex.europa.eu>. We will be happy to send you the document if required.
- (4) Electronic components must be delivered in ESD-protected containers and means of transport in accordance with DIN EN 61340-5-1 and DIN EN 61340-5-3. The volume conductivity must have sufficient values over the service life in accordance with the above-mentioned DIN regulations with the packaging classification "S" (Static Shielding Bag). Machine-processable component packaging must be supplied: if possible, rolls or uninterrupted belt sections, unless otherwise expressly agreed/ordered. Care must be taken to ensure that the packaging has a "conductive" and "shielding" effect and is marked with the ESD logo.



ESD-Logo



ESD gefährdete Baugruppe  
(dieses Logo ist ein Hinweis  
auf der äußersten Verpackung)

The purchaser will only accept electronic components that are individually packaged and in metallic bags that comply with the aforementioned standard in order to ensure uniform and consistent ESD protection (Electrostatic Discharge). Furthermore, these bags must be folded over and glued in an ESD-compliant manner, packed in a ZIP bag or shrink-wrapped and thus sealed. The supplier is obliged to comply with these requirements. Goods with other packaging will not be accepted. The metallized bags as well as the labels with the ESD logo are part of the components and assemblies to be delivered. The supplier is responsible for their availability.

#### **§8 Dodd-Frank Act - Conflict Materials - New Goods**

- (1) At the request of the Customer, the Supplier shall deliver to the Customer declarations in accordance with the Dodd Frank Act requirements.
- (2) Customer shall comply with legal and customer prohibitions or restrictions on the use of materials, including hazardous substances and conflict minerals. Therefore, the Supplier shall ensure that all products delivered to the Customer comply with the requirements of all relevant regulations and laws. In particular, the Supplier shall comply with all applicable laws and standards regarding ingredients, establish guidelines regarding conflict minerals and determine the origin of the minerals with due diligence, ensure a supply free of conflict minerals and provide the Purchaser with proof of compliance with these requirements in a timely manner upon request.
- (3) The Purchaser shall only accept previously unused new goods with the most recent date code, unless otherwise expressly stated or agreed. The components must not be "refurbished". The components must not have been used before. In addition to the specified functionality, the mechanical specifications must also be met.

### **§9 Claims for damages - in particular in case of incorrect declarations of origin and infringement of third party rights**

- (1) If the Supplier or one of its vicarious agents breaches an obligation under the contract, the Supplier shall be liable for damages unless it is not responsible for the breach. If the law provides for a stricter liability, the corresponding provision shall not be restricted by the preceding sentence.
- (2) If the Supplier has made declarations as to the originating status of the Supplies, he shall be obliged to compensate the Purchaser for any damage suffered as a result of the declared origin not being recognized, e.g. due to defective certification or the impossibility of verification.
- (3) The Supplier is obliged to indemnify the Purchaser with regard to the goods to be delivered from legal claims of domestic and foreign third parties which may arise from domestic or foreign patents, utility rights, copyrights or other rights or, in the event of such a claim by third parties, to compensate ATP for the resulting damage. This also includes legal costs, compensation for damages as well as any conversion and reconstruction work as well as costs arising from product recalls.
- (4) The limitation period for these claims is 3 years from the conclusion of the respective contract.

### **§10 Product liability - exemption - recall actions**

- (1) The supplier is, in particular in the sense of the Product Liability Act or according to §§ 823 ff. BGB (German Civil Code), the Supplier shall be obliged to indemnify the Purchaser upon first request against claims for damages by third parties for any damage to production for which he is responsible, insofar as the cause lies within his sphere of control or organization and he himself is liable in relation to third parties.
- (2) The Supplier shall be obliged to maintain a product liability insurance with an insured sum of at least € 3 million per personal/property damage - lump sum - for the duration of this contract, i.e. until the expiry of the limitation period for defects; further claims for damages of the Purchaser shall remain unaffected.
- (3) If, on the basis of practical experience, test results or otherwise, one of the contracting parties becomes aware of a problem which may cause a defect in the product manufactured by the Customer or which may lead to inadequate performance, this contracting party shall immediately inform the other contracting party thereof. The Parties will then immediately conduct an investigation to determine the cause of the problem and assess the impact on user safety, and if necessary, take immediate action up to and including precautionary replacement (including in the field). To conduct the investigation, both Parties shall provide all no in order to carry out the investigation, both contracting parties shall provide all necessary quality, test and other data. In case of recall actions or service actions due to problems for which the product is the cause, the Purchaser shall take the lead in carrying out the action for the Supplier. Supplier agrees that Customer may use Customer's facilities and assistance in this regard. The Supplier shall reimburse the Purchaser within two months of receipt of an invoice for all costs incurred as a result of the recall or service action or costs incurred in attempting to correct the defect in the Product. This shall include any costs charged to Purchaser by its customers. The Supplier shall take out, at its own expense, insurance to protect it in the event of recall actions, with a minimum cover of €3 million per year. The Supplier may not cancel the insurance or reduce the coverage without the prior written consent of the Purchaser. Purchaser shall have the right to periodically inquire as to the status of such insurance. Nothing in this clause shall prevent Purchaser from unilaterally taking any recall or service action or taking any action to correct any defect if the Parties cannot agree on the necessity or joint implementation of such action. The Supplier undertakes to establish and maintain a system for traceability and determination of product defects that, in the event of product defects, allows them to be narrowed down and traced in terms of time and quantity.