

Conditions of purchase

of the

IVM Meyer GmbH

State of play: 13.05.2020

I. Recognition of Purchasing Conditions

For all our orders, the following terms and conditions of purchase shall apply exclusively, which also apply without repeated notification for future orders. In the event of a change in the terms and conditions of purchase, these will be notified to the supplier. Deviating conditions of the supplier shall not oblige us even if we do not expressly object to them or accept the ordered goods in whole or in part and/or make payments. Deviations from our terms and conditions of purchase require the express agreement. The validity of these terms of purchase shall not be affected by the possible ineffectiveness of individual provisions.

II. Order and Order Confirmation

1. Only written orders are legally binding. In case of obvious errors there is no liability for us.
2. An order only binds us if it is confirmed by the supplier in writing, stating a binding delivery or service date within 7 days of receipt by the supplier.
3. Changes or additions to our order as well as auxiliary agreements oblige us only if they are agreed by us in writing.

III. Delivery and Performance

1. Agreed delivery and service dates must be adhered to, otherwise we shall be entitled to claim damages and withdraw from the contract after a reasonable grace period, usually 7 working days.
2. Foreseeable delivery delays shall be notified to us immediately.

IV. Shipping

1. The supplier shall bear any costs incurred by us due to non-compliance with our shipping regulations. The same applies to additional costs arising from circumstances attributable to the supplier for a necessary accelerated transport. We do not recognise additional transport insurance.
2. Unless otherwise agreed in the order, Incoterms 2012 shall apply.

V. Manufacturing, Quality, Acceptance and Notification of Defects

1. The supplier is obliged to comply with the technical data required by us for his deliveries, the applicable accident prevention regulations and other

Conditions of purchase of the IVM Meyer GmbH

statutory provisions, the VDE regulations and the latest recognised technical rules.

2. In order to ensure the quality of its deliveries, the supplier shall carry out a quality check appropriate to the type and extent of the latest technology.

3. For dimensions, quantities and quality, the values determined during our incoming goods inspection and quality inspection are decisive.

4. The supplier must ensure that during the production of the parts no foreign matter or other objects as well as contamination and particulate matter remain with the parts to be produced.

5. The supplier must ensure that representatives of the company IVM GmbH can enter and visit the production at any time, after prior notice, with customers of IVM GmbH as well as representatives and representatives of authorities (such as the LBA).

VI. RoHS Conformity

1. The supplier must comply fully with the environmental requirements in accordance with German and European law, including the EU Directive 2011/65/EU "Restriction of the Use of Certain Dangerous Substances in Electrical and Electronic Equipment" ("RoHS Directive") and the Electrical Act.

2. Electrical and electronic equipment of each category of equipment as well as components for them must comply with the substance bans of EU Directive 2011/65/EU (RoHS 2) and the laws, regulations, decisions and other provisions adopted to implement it. The supplier shall provide us with a written declaration of conformity upon request. These devices shall bear the symbol set out in Annex IV to EU Directive 2002/96/EC (WEEE).

3. The Supplier shall ensure that all products comply with the requirements of the RoHS Directive in accordance with paragraph 1 above. The Supplier shall compensate us for all damages and expenses (including costs of legal action) and for all claims of third parties resulting from a breach of the RoHS Directive or any other applicable environmental legislation caused by the Supplier.

VII. Reach Regulation

The supplier is obliged to confirm to us that its products and its packaging do not contain any substances in the candidate list in accordance with Article 59(1) of Regulation (EC) No 1907/2006 ("REACH") (see Internet

address of the European Chemicals Agency (EChA) more than 0.1 % by mass).

VIII. Prices and Payment

1. The agreed prices are in doubt including packaging, freight and other expenses.
2. If prices are agreed according to weight, the net weight determined by us shall apply for the calculation.
3. In case of advance payments, we are entitled to demand a bank guarantee.
4. Claims against us can only be assigned with our written consent.

IX. Warranty and Liability

1. Warranty and liability of the supplier shall be governed by the statutory provisions, unless otherwise specified in the following.
2. We are entitled to demand rectification or delivery of impeccable goods at our discretion.
3. If we are claimed under foreign law from producer liability or general liability or similar liability principles, the supplier shall reimburse us for any damages incurred to the extent that his deliveries or his conduct were the cause of this. With regard to these claims, the limitation period is suspended as long as we ourselves can be claimed.
4. The supplier shall also be liable if third-party intellectual property rights are infringed by his delivery.
5. The supplier is in possession of a valid product and/or company liability insurance.

X. Supplier Declaration

1. An essential part of the contracts concluded under these terms and conditions is the obligation to submit long-term supplier declarations for goods of preferential origin in accordance with the current EC version.
2. Should the long-term supplier declarations prove to be insufficiently meaningful or defective, there is an obligation on request to provide us with error-free, complete and customs-approved information sheets about the origin of the goods.

3. Should we or our customers be rebursed by a customs authority due to faulty own declarations of origin, or if we or our customers suffer any other asset disadvantage and the error is based on an incorrect indication of origin by the supplier, the supplier shall be fully responsible for this.

XI. Place of Performance, Place of Jurisdiction, Application of German Law

1. Place of performance for deliveries and services is the place of delivery or execution prescribed by us, for payment Überlingen/Bodensee.
2. Place of jurisdiction is Überlingen/Bodensee.
3. Ordering and delivery are exclusively governed by the laws of the Federal Republic of Germany.

XII. Severability Clause

Should individual provisions of this contract be wholly or partially invalid or void or become ineffective or void in whole or in part as a result of changes in the legal situation or by supreme jurisprudence or otherwise, or if this contract contains gaps, the parties agree that the provisions of this contract shall remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith in place of the ineffective provision, to agree an effective provision which comes as close as possible to the meaning and purpose of the ineffective provision and from which it is to be assumed that the parties would have agreed upon them at the time of the conclusion of the contract if they had known or foreseen the ineffectiveness or invalidity. The same applies if this contract contains a gap.