

TACP_V9_220621

of RUETZ TECHNOLOGIES GmbH
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Valid as of 22. June 2022

I. VALIDITY/OFFERS

1. These General Terms and Conditions of Purchase shall apply to all (future) orders between the Client and the Contractor, as well as to their processing. Terms and conditions of the Contractor or third parties shall not apply, even if the Client does not separately object to their validity in individual cases. Even if the Client refers to a letter containing or referring to the Contractor's or a third party's terms and conditions, this shall not constitute an agreement to the validity of those terms and conditions.

2. Individual agreements made with the Contractor in individual cases (including ancillary agreements, supplements and amendments) shall require an agreement concluded at least in text form or a confirmation of the Client issued in text form in order to be effective. In this case, these General Terms and Conditions of Purchase shall apply in a subordinate and supplementary manner.

3. The preparation of offers is free of charge and non-binding for the Client. Insofar as the Client's offers do not expressly contain a binding period, the Client shall be bound by it for one week after the date of the offer. The receipt of the declaration of acceptance by the Client shall be decisive for timely acceptance.

II. PRICE

The prices specified in the order shall be binding and shall be understood to be separate from the receipt specified by the Client, including freight, packaging and ancillary costs.

III. PAYMENT AND SETTLEMENT

1. Unless otherwise agreed in writing, the invoice shall be settled within 14 days, calculated from delivery and receipt of a proper verifiable invoice, with a 2% discount or within 60 days net. The term starts from the receipt of the invoice, but not before receipt of the goods or, in the case of services, not before their acceptance confirmed in writing and, if documentation or similar documents shall be part of the scope of services, not before their handover to the Client in accordance with the agreement.

2. Instalment or partial payments shall be possible.

3. Payments shall be made by bank transfer. The payment shall be deemed to have been executed on time if the transfer has been instructed at the bank on the due date. With the payment of the invoice amount, all services of the Contractor shall be deemed as settled.

4. Payment of the invoice by the Client shall not imply any acknowledgement of the correctness of the accounts or the regularity of the services invoiced.

5. The Contractor shall only have a right of set-off or retention on the basis of counterclaims that have become res judicata or are undisputed.

IV. DELIVERY TERMS

Agreed delivery dates and deadlines shall be binding. Impending or occurred delays in delivery shall be notified to the Client in writing without delay, stating the reasons. If a delivery date is exceeded through the fault of the Contractor, the Client shall be entitled to withdraw from the agreement after the expiry of an unsuccessfully set grace period and either commission a third party to fulfil the agreement and claim damages or claim damages in lieu of performance.

V. RETENTION OF TITLE

Retentions of title by the Contractor shall only apply insofar as they relate to the Client's payment obligation for the respective products to which the Contractor retains the title. In particular, extended or prolonged reservations of title shall not be permitted.

VI. EXECUTION OF DELIVERIES

1. Even if shipment has been agreed, the risk shall only pass to the Contractor once the goods are handed over at the agreed destination.
2. Partial deliveries shall require the consent of the Client.
3. Excess or short deliveries shall only be permitted within the scope customary in the trade.
4. The Contractor shall be obliged to comply with all relevant statutory regulations, standards and guidelines, also in the respective country of destination, with regard to the deliveries, in particular the relevant environmental protection, hazardous substances, hazardous goods, fire protection and accident prevention regulations. In addition, all relevant national and international regulations regarding declarable substances shall be binding for the supplier and must be complied with by him, such as REACH, RoHS in its respective current version, Regulation (EU) 2017/821, as well as the national regulations issued within the European Union in implementation of these directives.

VII. CHANGE REQUESTS

If, during the term of the order, delays should occur within the scope of the approved work caused by the Client or if ad-

ditional services have to be provided by the Contractor, these changes to the scope of delivery and services shall be fixed and agreed in writing prior to them becoming cost effective. All other changes shall require the written approval of the Client. After approval of the changes, they shall be included in the existing offer or in the current order as an addendum. The Contractor shall communicate all information relevant to the project to the Client on an ongoing basis. This shall apply to an even greater extent in the event of changes in the project environment (e.g. component bottlenecks, delivery problems, quality problems, etc.). The Client shall be notified in writing of any postponements of deadlines within 3 working days of their recognition, stating the effects on the scope of the project.

VIII. PROJECT CANCELLATION

Should an overall Client of the Contractor terminate the project prematurely, the reserves the right to terminate this agreement prematurely as well. Notice of termination shall then be given with at least five days' notice. In this case, materials and production statuses ordered, delivered or prepared up to the time of cancellation shall be taken over by the Client. The costs incurred and documented up to the date of termination shall be borne by the Client and passed on to the Project Client. Low price bidding shall apply. The Client reserves the right to withdraw from the order if, on the part of the Contractor, the deadline situation and the quality of the parts do not correspond to the agreements and requirements and if, after the second notice of defects, no remedy has been provided within 5 working days and no corresponding measures have been materially or demonstrably initiated. In this case, faultless materials and parts that have been ordered, delivered or prepared up to the time of the withdrawal shall be taken over by the Client.

IX. WARRANTY

1. The Contractor shall be liable to the employer for ensuring that its contractual services are performed with professional and commercial diligence in accordance with the latest state of the art. The Contractor guarantees that the services have the contractually agreed or warranted properties and standards, as well as comply with the safety, occupational health and safety, accident prevention and other regulations, are not afflicted with defects that more than insignificantly impair the value or the suitability of the products for the usual or the contractually stipulated purpose and are free from

third-party rights.

2. The goods shall be checked for quality and completeness at the Client's premises after receipt to a reasonable and technically possible extent. A period of 14 days following the receipt of the goods by the Client and - in the case of drop shipment - 14 days following receipt of the goods by the Client's customer shall apply to the notification of obvious defects and the obvious absence of warranted characteristics.

3. Notification of non-obvious defects and the non-obvious absence of warranted characteristics shall be admissible up to the expiry of 14 days after discovery of the defect by the Client or his customer.

4. The supplier shall carry out an outgoing inspection which serves the same purpose as the incoming inspection actually required by the Contractor pursuant to § 377 HGB.

5. If a good is defective, the Client shall be entitled to rectification of the defect. If the Contractor does not carry out a rectification or subsequent delivery within a reasonable period of time or only insufficiently after a corresponding request, the Client shall be entitled to withdraw from the agreement or to reduce the agreed price. Likewise, the Client may remedy the defects at the Contractor's expense or have them remedied by third parties or make covering purchases.

6. Further claims for damages in accordance with the statutory provisions shall remain unaffected.

7. The Contractor shall provide the Client with a two-year warranty for all delivery items. The same shall apply to subsequent deliveries under the Contractor's warranty. The period begins with the acceptance of the complete work by the Client or the end Client.

8. The Contractor hereby assigns to the Client - on account of performance - all claims to which he is entitled against its upstream supplier arising from and in connection with the delivery of defective goods or goods lacking the warranted characteristics. He shall hand over to the Client all documents required for the assertion of such claims.

9. The Contractor shall indemnify the Client against all claims made against the Client by third parties, irrespective of the legal grounds, on account of a material or legal defect or any other defect in a product supplied by the Contractor and shall reimburse the Client for the necessary costs of any legal action caused thereby.

X. TOOLS, MODELS, DRAWINGS

AND OTHER DOCUMENTS

1. Tools, models, drawings and other documents provided by or made for the Client may only be used for the execution of the Client's orders. They may not be made accessible to

third parties without the Client's consent and must be properly stored for the Client until revoked, but no longer than two years after the last use, and handed over to him afterwards.

2. The production as well as the treatment and processing of such tools, models, drawings and other documents which the Contractor produces on behalf of the Client shall be carried out for the Client as manufacturer with the consequence that the latter acquires ownership thereof.

3. The display of products or services specially manufactured for the Client requires the prior written consent of the Client.

XII. TRANSFER OF RIGHTS,

PROPERTY RIGHTS

1. Insofar as the Contractor develops concepts, texts, graphics, models, files or inventions within the scope of the order, he shall transfer ownership thereof to the Client. The latter shall accept the handover.

2. The Contractor warrants that no third party property rights shall be infringed by products supplied by him in countries of the European Union or other countries in which he manufactures the products or has them manufactured. He shall be obliged to indemnify the Client against all claims made by third parties against the Client due to such infringement of industrial property rights and to reimburse the Client for all necessary expenses in connection with this claim. This shall not apply insofar as the Contractor proves that he is neither responsible for the infringement of the property right nor should have been aware of the infringement at the time of delivery if it had exercised due commercial care. The Client's further legal claims due to defects of title of the delivered products shall remain unaffected.

XII. CONFIDENTIALITY

The Contractor is obliged to keep secret from third parties all information disclosed or made accessible to him by the Client in connection with the submission of an offer or the placing of an order, including computer programs, drawings, databases, etc., and to use them only for the purpose covered by the agreement. The Contractor shall only make this data and information accessible to such employees and only to the extent necessary to process the order. He shall further oblige these employees to the same confidentiality.

XIII. PLACE OF PERFORMANCE, JURISDICTION

AND APPLICABLE LAW

1. Unless otherwise agreed, the place of performance for the delivery shall be the registered office of the Client.
2. The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be Munich. All legal relationships between the Client and the Contractor shall be governed by the law of the Federal Republic of Germany in addition to these Terms and Conditions, to the exclusion of the Convention on Contracts for the International Sale of Goods (UN Sales Convention).