

General Terms and Conditions of Procurement of ACSYS Lasertechnik GmbH

1. General/scope of application

Our contractual partners are referred to below as "suppliers" regardless of the legal designation assigned to them within the scope of the respective agreement.

- (1) All orders issued by us to companies and registered traders, to legal entities under German public law or to special funds as defined by German public law are exclusively governed by the procurement conditions set out below for the whole of the duration of any such business relationship. Said procurement conditions form a contractual component of any agreement concluded by us in our capacity as a "buyer", "customer" or "principal". Conflicting or divergent terms and conditions of the supplier will not be recognized unless consent for the application of such conflicting or divergent terms and conditions has been given in writing. In accepting an order from us, the supplier recognizes the exclusive validity of the present General Terms and Conditions of Procurement. Further to this, commencement of execution of any such order will in all cases constitute recognition of said exclusive validity.
- (2) All arrangements made between the supplier and the customer for the purpose of the execution of the present Agreement will be stipulated in writing.

2. Offer

Offers made by the supplier are binding. Offers submitted by the supplier will accord precisely with our inquiry in respect of type, quantity and nature of goods. Explicit notification must be provided in writing in the event of any deviations. Offers will be submitted free of charge.

3. Placement of order, acceptance of order

- (1) Only orders placed in writing will be valid insofar as no agreement regarding the exchange of electronic data storage media has been made. Orders may be placed by fax, via e-mail, via an electronic order form or via letter. Amendments to orders placed and side agreements shall not be valid unless made in writing. The same also applies in respect of the cancellation of the present requirement for the written form. In the event that the supplier ascertains that an order is erroneous, incomplete and/or unclear, the supplier will notify us accordingly and immediately as soon as such a circumstance becomes apparent.
- (2) Every order accepted must be confirmed in writing within a maximum period of 72 hours. Notice of confirmation must state the order number and date of the order letter. All correspondence relating to an order is also required to include these identifying features.
- (3) Our orders will remain revocable until such time as confirmation of acceptance in unaltered form has been received by us. Any deviations from the order must be clearly indicated in the notice of confirmation. In such a case, a contract will not be concluded until such time as we have given acceptance in writing.
- (4) In the case of standard products (not customer-specific products), the customer will be entitled to withdraw from an individual purchase order no later than 2 weeks prior to the delivery date.
- (5) In the event that we require a change to the object of delivery, the supplier will act without delay in providing us with written notification and substantiation of any price increases or decreases which may apply and of any possible impacts on delivery dates.

4. Confidentiality

- (1) Insofar as nothing to the contrary has been expressly agreed in writing, commercial and technical information provided to the supplier in connection with execution of the present Agreement shall be deemed to be privileged. The supplier is therefore subject to a duty of confidentiality.
- (2) Said duty of confidentiality further applies to information regarding products, models or documentation which have been jointly created by the customer and the supplier or which have been changed at the instigation of or with the involvement of the supplier.
- (3) The supplier will pay a contractual penalty in the amount of €10,000 to the customer in respect of each case of infringement of the duty of confidentiality. The above shall be without prejudice to the right to assert a claim for higher damages. A contractual penalty will be set off against a claim for compensation. In such a case, the customer shall further be entitled to terminate present Agreement without notice and to end cooperation.
- (4) A breach of the present duty of confidentiality amounting to negligence at the very least will be assumed if the injured party is able to demonstrate that third parties have gained cognizance of privileged information from the sphere of the respective other party or from the sphere of subcontractors of the respective other party. The respective other party shall be entitled to furnish evidence to the contrary.

5. Delivery, lead time and delay to delivery

- (1) Acceptance of goods takes place Monday to Friday from 7.00 am to 3.30 pm. Goods may only be delivered outside of these times by prior arrangement.
- (2) The delivery dates or deadlines stipulated in the order are binding. Compliance with the delivery date or delivery deadline is determined by arrival of the goods at the place of receipt stated by us. The supplier will be required to notify us without delay if any circumstances preventing compliance with the agreed delivery deadline occur or are foreseeable. In such a case and at the same time, the supplier will also notify us of a new delivery date.
- (3) Partial deliveries require our consent and shall be indicated as such in the shipping documents.

6. Dispatch, packaging and transfer of risk

- (1) The object of delivery will be dispatched in packaged form to the place of receipt stipulated by the customer.
- (2) The order reference, order number, day of order and place of receipt will be stated on the shipping documents (waybill, parcel registration card etc.). The receiving address stated by the customer must be precisely adhered to.
- (3) Each individual shipment must be accompanied by a delivery note stating the order number, order item, consignment number, schedule number, dimensions, number of units and weight per item and by our bond note. Each order must be dealt with separately in the shipping documents. The dispatch note and invoice must include the name of the transport company (shipping line, airline, forwarding company), of the ship or of the vehicle.

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- (4) In the case of general cargo, express parcels, postal deliveries and mixed consignments, a sticker or note stating the reference, number and day of the order and the place of receipt must be attached to every item.
- (5) No freight costs or expenses may be charged for delayed residual deliveries. The supplier will bear in full any additional freight costs incurred by using a more rapid means of transport so as to shorten a delay for which the supplier is responsible.
- (6) Shipments must be dispatched in appropriate packaging in accordance with the General Regulations for Transportation and Freight. The supplier shall bear the costs of return transport and of recycling in cases where the supplier is required to take back packaging pursuant to the German Packaging Ordinance.
- (7) The supplier shall be liable for any damage caused by deficient packaging.
- (8) Delivery shall be made to the place of receipt stated by us (DAP/DDP pursuant to Incoterms 2020) unless any different arrangements have been entered into. The supplier shall bear the material risk until such time as goods are accepted by us or by our agents at the place of contractual delivery. The supplier shall further be liable for compliance with these conditions of shipment on the part of the supplier's subcontractors or agents. In the case of contracts for works and services or contracts for labor and materials, transfer of risk does not take place until such time as the entire agreement has been concluded and acceptance by us has taken place. This applies even in circumstances where the supplier stores parts necessary for the execution of the agreement on our company premises or at a point of delivery determined by us.
- (9) Where pricing is based on ex works or ex warehouse of the supplier, dispatch shall take place at the lower of the two costs respectively insofar as no particular means of transportation has been stipulated by the customer. Additional costs incurred as a result of failure to comply with a shipping instruction shall be borne by the supplier. The customer may also determine the type of transportation in circumstances where pricing includes free delivery. Additional costs incurred in respect of accelerated transportation necessary for purposes such as compliance with a delivery date shall be borne by the supplier.

7. Acceptance

- (1) Goods ordered must correspond to the agreed specifications of the principal and be approved by us. The supplier may only make changes following sampling and written clearance. Further supplements to product quality shall be the object of separate agreement.
- (2) Objects of delivery which are to be fitted or commissioned by the supplier at the works of the customer will be accepted following installation and trial operation. A formal certificate of acceptance will be drawn up for this purpose and will be signed by both contractual partners. Notional or implicit acceptance is expressly excluded.

8. Invoicing and payments

(1) Order references and ACSYS article numbers for each individual item must be stated on invoices. Invoices are further required to include all information that is statutorily stipulated. They must also contain the same data as the delivery note and must further include the contractually agreed price and the total price. If this information is absent or in the event that an invoice displays conflicting data, such an invoice will be returned to the Supplier for clarification and the due date shall be deferred. Invoice copies denoted as duplicates must be enclosed. The deadline for payment of the invoice commences on the working day following receipt

of a properly issued and verifiable invoice or on the working day following acceptance of goods or performance – depending upon which date is the later.

- (2) Invoices may not be enclosed with goods. They must be sent separately by post or electronically to einkauf@acsys.de.
- (3) Insofar as nothing to the contrary has expressly been agreed, payments will be made within 14 days minus a cash discount of 3 percent, within 30 days minus a cash discount of 2 percent or within 60 days net. The payment deadline shall commence as soon as delivery or performance has been fully provided and a properly issued invoice has been received. Insofar as the supplier is required to provide material tests, test protocols, quality documents or other documentation, completeness of delivery and service shall also be contingent upon receipt of said documents.
- (4) To the extent that partial payments or invoices for payments on account have been contractually agreed, payment in excess of €15,000 net shall only be made upon submission of a directly enforceable and unlimited suretyship.
- (5) Payments do not constitute recognition that a delivery or service has been executed in accordance with the contractual stipulations.
- (6) The right to set off claims and the right of retention are accorded to us within the statutory scope.
- (7) Assignment of claims due from us shall not be permissible without our prior written consent. Said consent may not be unreasonably refused.

9. Retention of title

We reject any provisions or declarations made by the supplier in respect of retention of title which extend beyond simple retention of title.

10. Liability for defects, recourse, reimbursement of expenses

- (1) Products shall be supplied free of defects. The supplier guarantees that the product exhibits the properties described in the order and in the offer. The deadline for the assertion of claims for defects is three years from delivery of the products.
- (2) Duty of inspection and duty to provide notification of defects shall in all cases not commence until such time as goods have arrived at the point of receipt stated in the order. This also applies in circumstances where goods entered the ownership of the customer at an earlier juncture or in circumstances where goods were transferred to the customer's freight forwarder, carrier or other agent. The delivery note will then be used to inspect the goods for completeness, transport damage or other obvious instances of damage. The supplier must be notified within two weeks of any defects identified.
- (3) We will provide notification of any defects discovered immediately upon discovery. This includes hidden defects and defects which are not manifested until goods supplied have been processed or commissioned. To this extent, the supplier waives the right to object to delayed notification of defects. Payment does not constitute recognition that goods and services provided are free from defects.
- (4) The supplier shall be liable for all defects in the objects of delivery which emerge within the warranty period. The customer may act at the customer's discretion and without prejudice to the customer's statutory rights in choosing to require rectification of the defect, delivery of a product which is free from defects or a reduction in the purchase price. The supplier shall further be liable for all damage occurring as the result of a defect insofar as the supplier is unable to demonstrate that the defect was not the responsibility of the supplier.

- (5) In the event that the supplier fails to meet guarantee obligations within two weeks or within a deadline set by the customer, the customer may act at the cost and risk of the supplier and irrespective of the guarantee obligations of the supplier in instigating the necessary measures and may further require provision of a back-up plant. The above further applies in particularly urgent cases when immediate rectification of the defect is necessary.
- (6) The upgrading and return of faulty objects of delivery shall take place at the cost and risk of the supplier. Replacement items shall be provided free to their place of use and installed at the risk of the supplier. The warranty period pursuant to Paragraph (1) above shall recommence in the case of objects of delivery which have undergone subsequent performance or which have been replaced.
- (7) The supplier shall indemnify the customer against compensation claims and product liability claims which are asserted against the customer by purchasers of the customer's products and which have their basis in errors in the goods originally provided by the supplier.
- (8) The above is otherwise without prejudice to the provisions regarding guarantees set out in German Civil Code, BGB.

11. Product liability, indemnification and recall

- (1) The supplier shall compensate us for all damages and consequential losses which we incur as a result of provision of performance which is not in accordance with the contractual stipulations or as a result of withdrawal from the agreement on our part. The supplier shall further indemnify us against compensation claims asserted by third parties in circumstances where third parties instigate action against us because of provision of performance by the supplier which is not in accordance with the contractual stipulations.
- (2) Insofar as the supplier is responsible for a product defect, the supplier shall be required to indemnify us against claims asserted by third parties insofar as and to the extent that such a defect was caused by an error in the object of delivery provided by the supplier. In cases where liability is dependent on culpability, the above shall only apply in circumstances where the supplier is to blame.
- (3) In the event that a safety-related error in the objects of delivery necessitates a product recall or in the event that such a recall is ordered by a government authority, the supplier shall also bear all costs and expenditure relating to said recall. We will agree the content and scope of any such recall with the supplier insofar as this is feasible and reasonable. We shall be particularly entitled to act on behalf of and in the interest of the supplier in circumstances where the business operations of the supplier are not geared towards the conducting of a product recall (e.g. lack of service organization). The statutory stipulations shall otherwise apply.
- (4) The supplier shall bear the burden of proof insofar as the cause of the defect lies within the area of responsibility of the supplier.
- (5) Within the scope of liability for claims as defined in Paragraph (2) above, the supplier shall, pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 German Civil Code, BGB, further be required to reimburse any expenditure which arises from or in connection of a recall carried out by us. The above is without prejudice to other statutory claims.
- (6) The supplier shall be required to maintain a product liability insurance policy with flat-rate coverage of €2,000,000 per claim for damage to persons/damage to property.

12. Compliance

- (1) The supplier shall be required to submit a supplier self-assessment on an annual basis.
- (2) The supplier shall commit to compliance with the respective statutory provisions relating to the treatment of employees, environmental protection and health and safety at work and shall endeavor to ensure that adverse impacts of business activities on humans and the environment are minimized. For this purpose and to the extent that this is feasible, the supplier shall establish and further develop a management system on the basis of the ISO 14001 Standard. The supplier will also comply with the principles set out in the Global Compact Initiative of the UN. Said principles essentially relate to protection of international human rights, to the right to engage in collective wage agreement negotiations, to the abolition of forced labor and child labor, to the removal of discrimination in recruitment and employment, to responsibility for the environment and to the prevention of corruption.
- (3) We reserve the right to withdraw from existing agreements or to terminate existing agreements without notice in circumstances where the supplier repeatedly acts in an unlawful manner and/or acts in an unlawful manner despite having received appropriate advice and is unable to demonstrate that such a violation has been remedied to the greatest extent possible and that suitable arrangements have been put in place to avoid any future legal contravention.

13. Industrial property rights

- (1) The supplier shall be liable for ensuring that the use or onward sale of goods ordered is permissible without any breach of third party industrial property rights or copyright (patents, utility models, trademarks, licensing rights etc.). The supplier shall indemnify us against all claims asserted as a result of the infringement of external industrial property rights or copyright. In the event of a breach of third party industrial property rights or copyright, we shall further be entitled to withdraw from the present Agreement at any time.
- (2) In the event of legal proceedings due to infringement of industrial property rights, the supplier shall be required to provide collateral to cover the whole of the amount of the claim demonstrated to be impending.
- (3) The supplier shall further bear all court or out-of-court costs and expenditure incurred in connection with legal proceedings instigated due to infringement of industrial property rights.
- (4) Insofar as the supplier owns industrial property rights in respect of application and use of the products created and provided by the Supplier for a special purpose, the supplier shall grant us a right of joint use in respect of said industrial property rights within the scope of the products provided.

14. Place of fulfillment and place of jurisdiction

- (1) The point of receipt respectively stated by us shall be the place of fulfillment for performances for both parties. Place of fulfillment for payments is Kornwestheim.
- (2) Place of jurisdiction in respect of any disputes directly or indirectly arising in connection with the present contractual arrangements is Stuttgart.
- (3) The present Agreement is governed by German law. Conflicts of law provisions, the Hague Convention on Civil Procedure, the UN Convention on Contracts for the International Sale of Goods (CISG) and other conventions are all excluded.

Latest update: 06/2024