

RENK Test System GmbH General Purchasing Terms & Conditions



1 Scope of application

- 1.1 Our General Purchasing Terms & Conditions (these “**Terms & Conditions**”) shall apply exclusively to each and every order placed now or in future by us with the Supplier. They shall apply in particular to any contracts we conclude on the purchaser, orderer or customer side concerning the purchase of materials, articles, products and services as well as for contracts for the performance of value added work (*Werkleistungen*, i.e. work performed without using materials, or using materials considered secondary or ingredients or using material supplied by the recipient for the execution of the work) by the Supplier (hereinafter jointly referred to as “**Supplies and/or Services**”).
- 1.2 These Terms & Conditions shall apply if the Supplier is an entrepreneur (*Unternehmer* according to section 14 of the German Civil Code (*BGB*)), a legal entity under public law, or a special fund under public law (section 310 (1) sentence 1 *BGB*).
- 1.3 General terms and conditions of the Supplier that are contradictory to or in derogation of these Terms & Conditions will not be accepted unless specifically and expressly agreed to by us in writing. Any such agreement by us to the Supplier's terms and conditions shall apply only to the specific individual case and not to any previous or future purchase orders (“**P/Os**”).
- 1.4 Our Terms & Conditions shall also apply in cases where we accept Supplies and/or Services without qualification or reservation, knowing that the Supplier's terms or conditions are contradictory to, or depart from, ours.
- 1.5 In these Terms & Conditions, “**in writing**” or “**written**” shall mean written or text form (e.g. letter, e-mail, telefax, EDI (cf. 2.3)).

2 Contracting

- 2.1 Our P/Os and any supplements thereof are made out in writing. Oral understandings shall only be binding if confirmed in writing by our employees having power of representation or being otherwise duly authorized.
- 2.2 The acceptance of our P/O shall be promptly confirmed to us in writing and indicating our P/O number (“**Acknowledgement of the Order**”). A late acceptance shall be deemed a new offer and shall require acceptance by us.
- 2.3 If and as long as we have concluded an outline contract with the Supplier on the Electronic Data Interchange (“**EDI**”), all contracts shall be concluded via the EDI platform and in compliance with the provisions of the outline contract.
- 2.4 Any oral contract amendments and any other contractual agreements (including agreements by phone) shall only be valid if confirmed in writing by our employees having power of representation or being otherwise duly authorized.
- 2.5 We may terminate the contract as a whole or in parts at any time by sending the Supplier a written notice of termination. Upon receipt of the notice of termination, all work shall be stopped immediately. Once the notice has become effective, both parties will mutually agree an arrangement concerning the reasonable costs incurred by the Supplier as a consequence of the notice of termination. The notice of termination shall not entitle the Supplier to any remuneration beyond these costs.

3 Prices

The prices stated in our P/O and confirmed by the Supplier are fixed prices. Unless agreed otherwise, the fixed price shall include proper packaging, insurance and other incidental expenses. Changes due to subsequent cost increases shall be excluded unless expressly agreed otherwise.

4 Supply and/or Service, Passage of Title and Retention of Title

- 4.1 The Supplier is obliged to deliver any ordered goods free and clear of third-party rights and interests. Unless agreed otherwise in writing, partial performance of the delivery of a Supply and/or Service shall not be permissible.
- 4.2 We will acquire absolute title to the Supply and/or Service upon payment at the latest. We will not accept any reservation of ownership by the Supplier or any third party beyond the simple retention of title.
- 4.3 Unless agreed otherwise, any Supply and/or Service shall be delivered to the ship-to-address specified in the P/O during the periods indicated below (excluding statutory public holidays).

RENK Test System GmbH

Ship-to address: Gögginger Straße 73
86159 Augsburg
Truck entrance: Eichleitnerstr. 25, gate 1
86159 Augsburg
Receipt of goods: Monday to Friday, 7 a.m. to 2:30 p.m.

Receiving and testing centre Oberottmarshausen (WapRO)

Ship-to address: Landsberger Straße 192
86507 Oberottmarshausen
Receipt of goods: Monday to Friday, 7 a.m. to 2:30 p.m.

5 Time of the delivery of the Supply and/or Service, Delay, Penalty, Force Majeure

- 5.1 Each Supply and/or Service shall strictly be delivered by the agreed Supply and/or Service delivery date. A Supply and/or Service delivery deadline has been kept when the Supply and/or Service has ar-

rived at the specified destination at the agreed Supply and/or Service delivery date during the applicable periods stated for the receipt of goods or, if formal acceptance is required, when we have accepted the Supply and/or Service. If it is foreseeable that the deadline agreed for the delivery of a Supply and/or Service cannot be met, the Supplier shall promptly notify us accordingly, which shall not, however, release the Supplier from its obligation to meet the deadline agreed for the delivery of the Supply and/or Service.

- 5.2 Additional costs incurred for expedited shipment to ensure meeting the agreed Supply and/or Service delivery date will be for the Supplier's account, even where we exceptionally and based on the agreement made with the Supplier bear the regular shipping charges.
- 5.3 If the Supplier is in delay with the delivery of the Supply and/or Service, we shall be entitled to demand payment by the Supplier of a contractual penalty for every full week of delay in the delivery of the Supply and/or Service equivalent to 0.5 % of the respective net contract value of the delayed Supply and/or Service, provided that in the aggregate, this shall not exceed 5 % of the respective net contract value of the delayed Supply and/or Service. If the Supply and/or Service is accepted without a reservation to claim the penalty, the same can nevertheless be claimed if the reservation is declared before the final payment.
- 5.4 Subject to the law, any late delivery of the Supply and/or Service by the Supplier will entitle us to cancel the contract or claim damages. We do not accept any limitation of the Supplier's liability for late delivery.
- 5.5 In case of force majeure (i.e. any unforeseen circumstances and events that are not due to a party's fault and that could not have been prevented by applying the diligence of a prudent businessman, e.g. industrial action, war, fire, transport obstructions, shortness of raw materials, import and/or export restrictions, administrative measures, pandemics, epidemics and other interruptions of operations), the affected party's obligation to deliver the Supply and/or Service shall be suspended for the duration and to the extent of the effect of the force majeure. The party affected shall immediately inform the other party about the commencement and the end of the event of force majeure and shall use its best efforts to remove the event of force majeure and to mitigate its effects to the extent possible. If an event of force majeure occurs, the contracting parties shall consult with each other about the next steps. Notwithstanding the above, either contracting party may cancel the P/Os affected if the event of force majeure persists for more than twelve (12) weeks after the agreed date for the delivery of the Supply and/or Service.

6 Shipment, Packaging, Passage of Risk, Forwarding Note

- 6.1 Each Supply and/or Service shall be accompanied by a delivery note stating quantities, weights and dimensions as well as statistical commodity number and country of origin. Unless agreed otherwise, Supplies and/or Services shall be delivered FCA (transport by truck), FOB (transport by sea) or FCA (air cargo) according to Incoterms 2020 to the specifically agreed destination, packaging costs included.
- 6.2 The Supplier shall be responsible for the proper and appropriate packaging according to the packaging guidelines issued by the German Federation of Timber Packaging Materials, Pallets and Export Packaging (HPE) as amended, loading and proper corrosion-proofing. The take-back of packaging materials shall be governed by the German Packaging Ordinance (*VerpackV*) as amended. Place of performance for taking back transport packaging shall always be the ship-to address stated in the P/O.
- 6.3 Wooden crates and wooden packaging materials from third countries used for shipments shall be heat-treated according to the ISPM 15 standard and shall be marked accordingly.
- 6.4 The place of performance and the passage of risk will be governed by the agreed Incoterm.
- 6.5 Obligatory forwarding note: *Consignee expressly waives any haulage & warehousing insurance/Empfänger ist SLVS-Verzichtskunde.*
- 6.6 Suppliers outside the European Union shall additionally send the following documents to import.augsburg@renk.biz: packing list, proforma invoice, air way bill (AWB) or bill of lading (B/L), documents stating the preferential origin and movement certificates (AT.R, EUR.1 etc.).

7 Invoicing and Payment

- 7.1 Invoices (one original) shall be sent to us electronically as PDF file to invoice.ts@renk.biz promptly after the delivery of the Supply and/or Service, with indication of P/O number, certificate of origin and customs tariff number and commodity tariff number. In case of the application of the reverse charge procedure, the Supplier shall issue the invoice without stating VAT and shall include on the invoice the following note about our tax liability “Reverse charge – VAT liability of the recipient of the Supply and/or Service according to section 196 of the EU VAT Directive (Council Directive on the common system of value added tax) and/or section 13b of the German Turnover Tax Law (*UStG*)”.
- 7.2 Payment and cash discount periods will commence to run from the date of receipt of the invoice or the date of receipt of the Supply and/or Service, whichever is later. Unless agreed otherwise, invoices will be paid 30 days after receipt at a cash discount of 3 %, 45 days after receipt at a cash discount of 2 % or 90 days after receipt net, in each case with the next payment run.

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- 7.3 We do not default on payment (i) unless and until we have received a written reminder or (ii) without such reminder, prior to 30 days after the due date of the invoice. Unless the Supplier substantiates the in-currence of a higher loss, damages for late payment shall be limited to the payment of interest on arrears at the statutory rate.
- 7.4 We expressly reserve the right to offset claims against counter-claims due or exercise any retention rights we may have. The Supplier may only offset counterclaims against undisputed or legally determined claims.
- 7.5 No payment by us shall be construed as a recognition of proper Supply and/or contract compliant Service.
- 8 Warranty Claims**
- 8.1 Unless agreed otherwise below, the warranty shall be governed by the statutory regulations.
- 8.2 Place of performance for subsequent performance shall be the situs of the defective item.
- 8.3 For any parts replaced or reworked as part of subsequent performance, the statutory limitation will recommence to run as from the date of remedy of the defect.
- 8.4 The commercial duties to examine and give notice of defects are governed by the statutory regulations (sections 377 and 381 of the German Commercial Code (HGB)) subject to the following proviso: Our duty to examine shall be limited to apparent defects that can be detected by a visual inspection of the exterior as part of the incoming goods inspection and a review of the delivery documents (e.g. transport damage, wrong delivery, short delivery) or by random checks as part of the quality control. If the performance of an acceptance has been agreed or a service has been ordered, we shall not have a duty to examine. In all cases, it shall be considered to which extent an examination is feasible in the ordinary course of business considering the special circumstances of the case at hand. The duty to give notice of defects for subsequently identified defects shall remain unaffected. Irrespective of any duty to examine, a notice of defects shall in all cases be deemed to have been sent promptly and in good time if it is sent within seven (7) working days as from the discovery of the defects or – in case of apparent defects – as from the delivery.
- 8.5 Without prejudice to the assertion of any further damages, for each notice of defects attributable to the fault of Supplier, the Supplier shall be charged a lump-sum fee of € 200, whereby the Supplier shall be entitled to prove that the expenses have not been incurred or are significantly lower than the lump sum.
- 8.6 The Supplier shall keep spare parts for the Supplies and/or Services delivered to us available for a period of at least ten (10) years as from the respective delivery of the Supply and/or Service. Any discontinuation of the production of spare parts shall be announced to us with a lead time of at least six (6) months.
- 9 Liability, Product Liability**
- 9.1 The Supplier's liability shall be governed by the statutory regulations. We do not accept any limitation or disclaimer of liability whatsoever. This shall also apply (i) in case of a violation of nonessential contractual duties, (ii) to the liability for ordinary agents, or (iii) in case of a limitation of liability to a certain ceiling or type of loss or by reducing the statutory limitation period.
- 9.2 With respect to any defect at a product attributable to the Supplier, the Supplier shall release, indemnify and hold us harmless for the resulting product or producer's liability to the extent that the Supplier could also be directly held liable. If the Supplier is responsible for the cause of the defect, the Supplier shall bear the related burden of proof.
- 9.3 The Supplier confirms that it has a proper and adequate product liability insurance cover with at least the following sums insured: minimum lump sum of EUR 5 million per insured event for bodily injury, physical damage or loss, and financial loss covered by the policy, and minimum EUR 5 million for all insured events in any one insurance year. The above insurance cover shall include a special liability insurance for the costs of disassembly and reassembly as well as costs of recall. The Supplier undertakes to present appropriate proof of the insurance cover if so requested.
- 10 Quality assurance, Supplier Visits, Audits**
- 10.1 The Supplier shall maintain a certified quality assurance programme according to the DIN EN ISO 9000 standards or inform us immediately after contracting or receipt of a P/O in writing that this is not the case.
- 10.2 If the Supplier does not maintain a quality assurance programme according or equivalent to the requirements of the DIN EN ISO 9000 standards, we may withdraw from the contract.
- 10.3 Our employees responsible for the quality assurance or a third party commissioned by us may at any time after prior announcement visit the Supplier and carry out audits or perform or attend acceptances at the Supplier's. We shall impose an appropriate obligation to maintain secrecy upon all of the above persons authorized to have access.
- 10.4 Unless agreed otherwise, the requirements, the provision of the relevant information and the procedure shall be mutually agreed with the Supplier at least one week prior to the planned date of the visit. If during the visit, any risks are detected by us or the third party commissioned by us, the Supplier shall initiate corrective action to ensure a conforming timely production.
- 10.5 As part of audits, including but not limited to audits subsequent to a damage claim or a defective Supply and/or Service, we may take photos of production processes, Supplies and/or Services or components pertaining to us for documentation purposes. We will also make these photos available to the Supplier.
- 10.6 In case of quality issues caused by supplies or services of upstream suppliers, the Supplier shall on its part do everything that is necessary to make an audit of the relevant upstream supplier possible.
- 10.7 The performance of (or our attendance at) visits, audits or acceptances shall in no way limit the Supplier's liability for the quality of the produced and delivered Supplies and/or Services.
- 11. Excess and Short Quantities**
- Supplier shall strictly adhere to the quantities and weights ordered. For any material which we order regularly in major lots, we only accept quantity deviations of no more than 5 % of the ordered quantity.
- 12. Models and tools, Provision of Materials**
- 12.1 Any tools or models made by the Supplier at our cost and expense for the execution of an order shall always be made on our behalf. The Supplier shall arrange for the immediate transfer of ownership to us.
- 12.2 Any provided material, including but not limited to documentations, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, devices, samples, specimens or other items, also including items provided on loan, (collectively "Items") that are intentionally located at the Supplier's shall not be or become the Supplier's property but shall remain our property unless expressly agreed to the contrary.
- 12.3 The Supplier shall have a right to use the Items limited to the time of the execution of the order and shall not acquire any further rights in the Items.
- 12.4 The Supplier shall keep the Items for us free of charge in segregated and safe custody with the diligence of a prudent businessman and shall deliver them to us when requested. The Supplier shall insure the same adequately against destruction and loss and shall, if not already done so, promptly transfer the ownership in the same to us.
- 12.5 The Items shall be marked appropriately as our property and shall be protected against unauthorized inspection or use and shall if required be repaired or renewed at the Supplier's expense. They shall be returned to us upon the delivery or in case of a cancellation of the order. Any damage shall be promptly notified in writing. Without prejudice to any further rights, we may demand the delivery of the Items in case of a violation of these duties by the Supplier or in case of manufacturing difficulties. Any right of retention or supplier's lien in the Items shall be excluded.
- 12.6 Without our express written consent, the Supplier may not use or exploit the Items and may not re-sale, surrender or provide any parts manufactured using these Items to any unauthorized third parties.
- 13. REACH Regulation**
- Supplier shall comply with the requirements, in particular those under Article 33, of the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulation (EC No. 1907/2006 of 30 December 2006) as amended.
- 14. Foreign Trade Legislation / Export Control**
- The Supplier shall inform us in writing of any export restrictions in particular under German, European or US export legislation applicable to the goods to be supplied, specifying the respective classification code. This information shall be provided as part of the quotation, or with the acknowledgment of the order at the latest.
- 15 Use of Conflict Minerals**
- It is our policy to procure columbite-tantalite (coltan), cassiterite, gold, wolframite or their derivatives tantalum, tin, and tungsten as conflict-free minerals. We therefore expect our suppliers to commit to complying with all requirements of the Regulation (EU) 2017/821 ("Conflict Minerals Regulation") and to provide their contractual services in compliance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas. Suppliers and business partners therefore undertake to establish a policy and a scheme that ensure that minerals classified as "conflict minerals" are procured from sources that are verifiably "conflict free" and that the supply chain of such minerals can be documented with appropriate evidence.
- 16. Secrecy and Privacy**
- 16.1 The Supplier shall maintain secrecy of, shall not make known and shall not disclose any of our trade secrets as defined by the German Act on the Protection of Trade Secrets (GeschGehG) nor any other confidential information including but not limited to commercially, legally, fiscally and technically sensitive data (jointly referred to as "Confidential Information") that have been entrusted to it or of which the Supplier has gained knowledge, irrespective of whether or not such information was expressly identified as confidential. Confidential Information shall not include any information which (i) was already in the public domain or generally accessible before the disclosure or provision by the Supplier or subsequently becomes publicly known without any violation of an obligation of secrecy; or (ii) the Supplier can demonstrate to have already been in the Supplier's possession before the disclosure and

without any violation of an obligation of secrecy; or (iii) was independently developed by the Supplier itself without using or referring to any Confidential Information; or (iv) was disclosed or made available to the Supplier by an authorized third party without any violation of an obligation of secrecy. This obligation shall survive for a period of five (5) years after the termination of the relevant contract. This obligation shall also extend to the contents of the relevant contract itself.

- 16.2 The Supplier may not use, exploit or appropriate Confidential Information itself or through third parties for any purposes other than the purposes contractually agreed between the parties.
- 16.3 No reference whatsoever to our business relationship for advertising or promotion purposes shall be permitted unless with our written consent.
- 16.4 The Supplier shall refrain from acquiring our Confidential Information by observing, studying, disassembling, testing or reverse engineering of any Items, products, components, tools, software or other tangible objects received from us under the contract.
- 16.5 Any documents containing Confidential Information provided to the Supplier in an electronic format shall be erased upon the termination of the related contract or, if this is technically not feasible, shall be blocked permanently.
- 16.6 The Supplier may only disclose Confidential Information internally with restriction to the required scope and the required persons (need-to-know basis). In particular, the Supplier may disclose Confidential Information only to those of its employees that have been bound to secrecy or its consultants that are subject to a professional obligation of secrecy to the extent these are involved in the contractual relations with us and reasonably require this information. The employees shall be informed of this agreement beforehand. The Supplier shall take all necessary measures to ensure that all persons to whom Confidential Information is disclosed or made available handle Confidential Information in the same way as the Supplier is obliged to do as part of his relationship vis-à-vis us.
- 16.7 The Supplier shall adopt appropriate secrecy measures to protect Confidential Information against unauthorized access by third parties and shall in the processing of Confidential Information comply with the statutory and contractual provisions concerning data privacy. This shall also include technical safety measures reflecting the state of the art (Article 32 of the EU General Data Protection Regulation (GDPR)) and the commitment of the employees to confidentiality and data protection (Article 28 (3) b GDPR).
- 16.8 If the Supplier intentionally or negligently violates any of the above obligations of secrecy, the Supplier undertakes to pay an adequate penalty, the amount of which will be determined by us at our reasonable discretion and in case of dispute will be reviewed by the competent court. The amount of the specifically forfeited penalty shall depend on the degree of confidentiality of the trade secret affected or the other confidential information, the degree of responsibility, the scope of the disclosed information and the number of unauthorized persons to which the information was disclosed in breach of the Supplier's duties.

17 Jurisdiction, Applicable Law, Severability

- 17.1 Exclusive place of jurisdiction for any disputes arising directly or indirectly out of or in connection with the contractual relationship shall be the competent court at our registered office if the Supplier is a merchant (*Kaufmann* according to the German Commercial Code), a legal entity under public law, or a special fund under public law. This shall be applicable independent of the status as merchant even if the Supplier moves its residence or customary place of abode abroad, if its residence or customary place of abode is not known at the time of the bringing of an action or claims are asserted by way of summary proceedings for an order to pay debts. We shall always also be entitled to bring an action at the Supplier's general place of jurisdiction.
- 17.2 The relationship between us and the Supplier shall be governed by the law of the Federal Republic of Germany without giving effect to its conflict of law provisions. The UN-Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not be applicable.
- 17.3 Should any provision or provisions of these Terms & Conditions be void, unenforceable or impracticable in whole or in part, this shall not affect the validity of the other provisions of these Terms & Conditions. In such a case, the void, unenforceable or impracticable provision shall be replaced by an applicable provision that comes as close as possible to the meaning and intent of the original provision. The same shall apply if these Terms & Conditions contain an unintended omission.