

TERMS OF PURCHASE of Hirschmann Laborgeräte GmbH & Co. KG – hereinafter HIRSCHMANN –

For use towards:

1. a person, who acts while performing their commercial or self-employed professional activity upon conclusion of the contract (entrepreneur);
2. legal entities under public law or special assets under public law.

1. Validity of the Terms of Purchase of HIRSCHMANN

- a. The Terms of Purchase of HIRSCHMANN shall apply exclusively, insofar as not explicitly otherwise agreed in writing.
- b. Contradictory Terms of Delivery or Terms of Delivery which deviate from the Terms of Purchase are objected to in advance unless their validity is approved in writing by HIRSCHMANN.
- c. With the execution of the order by HIRSCHMANN, these Terms of Purchase shall be recognised for these and all subsequent orders, even if reference is made to the terms and conditions of the supplier in an order confirmation, a delivery note, an invoice, in a letter of the supplier or in any other manner.
- d. The Terms of Purchase of HIRSCHMANN shall also apply if the contract is carried out with the supplier without reservation in the knowledge of contradictory terms and conditions of the supplier or those which deviate from the Terms of Purchase of HIRSCHMANN.
- e. These Terms of Purchase shall also apply to all future business with the supplier, in particular in case of purchase contracts, contracts for work and services and work delivery contracts.

2. Order and order confirmation, amendment to contract, origin of goods

- a. Contractual conclusions and orders as well as their changes and/or supplements must be carried out in writing, by telex, electronically (e.g. e-mail) or by fax.
- b. HIRSCHMANN can revoke the order if the supplier has not accepted it in writing within a period of 2 weeks after the receipt (order confirmation).
- c. If the order confirmation deviates from the order, HIRSCHMANN is only bound if HIRSCHMANN has approved the deviation in writing.
- d. Amendments and addendums to the order are only effective if they have been confirmed in writing by HIRSCHMANN.
- e. HIRSCHMANN can also request changes to the object of delivery after conclusion of the contract insofar as this is deemed reasonable for the supplier. With this amendment to the contract, the implications are to be reasonably taken into consideration by both parties, in particular with regard to the additional or shortfall in costs as well as the delivery dates.
- f. The order is to be confirmed immediately in writing.
- g. The Supplier has to create a supplier declaration according to the regulations (EC) No. 1207/2001 with the details of the country of origin and customs tariff number for the delivered goods, which have their origin of goods in the European Community or in a country with which the European Community has concluded most favoured nation agreements.
- h. If the goods which are to be delivered do not have an EC certificate of origin then this is to be explicitly and clearly emphasised in the order confirmation and the invoice. At the request of HIRSCHMANN, the supplier has to submit an original certificate of origin issued by its Chamber of Commerce on an official form. This must in particular contain the following data/information:
 - The term "certificate of origin"
 - Sender (corporate name and address)
 - Recipient (corporate name and address)
 - Country of origin in regard to trade policies
 - Details of the carriage
 - Article No., article designation, reference to a commercial invoice
 - Quantity
 - Confirmation of a Chamber of Commerce or another authorized agency with the place, date of the issue, signature and stamp

3. Delivery time

- a. The delivery time stated in the order is binding. The receipt at the receiving station stated by HIRSCHMANN shall be decisive for the punctuality of deliveries and their acceptance shall be decisive for the punctuality of deliveries with installation or assembly as well as of services.
- b. If a delivery or an agreed partial delivery is not carried out in full or in part as of the agreed date due to the fault of the supplier, HIRSCHMANN is entitled to cancel the contract and/or request damages after the unsuccessful expiry of a final deadline of 2 weeks which is to be set by HIRSCHMANN.
- c. In case of a fixed purchase (§ 376 HGB (German Commercial Code)), the requirement to set a final deadline shall cease to apply.
- d. If the delivery is carried out before the agreed delivery date, HIRSCHMANN shall reserve the right to carry out the return shipment at the costs and risk of the supplier. If the goods are not returned with the premature delivery, then the goods shall be stored at HIRSCHMANN at the costs and risk of the supplier.
- e. In case of a recognisable delay in a delivery or service, HIRSCHMANN is to be informed immediately and its decision is to be obtained.
- f. In the event of the delay in delivery, HIRSCHMANN is entitled to request a flat rate of damages for default in the amount of 0.5 % of the delivery value per completed week, however no more than 5 % of the delivery value. The right is reserved to make further statutory claims.
- g. The supplier is entitled to prove towards HIRSCHMANN that no or substantially less damage has occurred as a result of the delay.
- h. Possible claims for damages of HIRSCHMANN will not be affected by the acceptance of a delivery which was made with delay.
- i. With the application for or opening of insolvency, settlement or total enforcement proceedings over the assets of the supplier or with the rejection of such proceedings return unsatisfied, in case of objections against bills of exchange or cheques and with suspensions of payments, HIRSCHMANN is entitled to cancel the contract even if the contract has been fulfilled in full or in part by HIRSCHMANN or the supplier or by both parties already, however the warranty periods for the supplier have not yet expired.

4. Passing of risk and shipment, shipment costs

- a. In case of deliveries with installation or assembly and with services, the risk shall pass with the acceptance, in case of deliveries without installation or assembly with the receipt at the receiving station stated by HIRSCHMANN.
- b. Insofar as not otherwise agreed, the shipment, insurance and packaging costs shall be for the expense of the supplier. In case of pricing, ex works or ex sales warehouse of the supplier, the goods are to be shipped at the respective lowest costs insofar as HIRSCHMANN has not stipulated any certain type of transport. Additional costs owing to a shipping regulation

which has not been complied with shall be for the expense of the supplier. In case of pricing without charges to the location of the recipient, HIRSCHMANN can also determine the type of transport. Additional costs for possible necessary accelerated transport in order to adhere to a delivery date are to be borne by the supplier. If a carriage-paid delivery has not been agreed, then it has to be carried out from a shipping station.

c. Packing slips or delivery notes are to be enclosed with each delivery with the details of the contents as well as the full order code.

5. Impediments to delivery

- a. Unforeseeable official measures, events of force majeure including strike and lock-out, for which HIRSCHMANN is not responsible, shall release HIRSCHMANN from the satisfaction of the obligation taken over as per contract for the duration of their existence.
- b. If such an event lasts longer than 2 months or if the service to be provided by HIRSCHMANN becomes permanently impossible as a result of this event, both contractual partners are entitled to cancel the contract.

6. Invoices, due dates

- a. The following details are always to be stated in invoices: Order no., position no., article no. and designation, supplier no., shipment date and gross weight. Only then can they be processed. As long as these details are missing, invoices will not be due and payable. Invoice duplicates are to be marked as duplicates.
- b. Insofar as the supplier has to make material tests, test protocols, quality documents or other documents available, the completeness of the delivery and service will also presume that these documents shall be handed over. The invoices will only be due and payable when these documents have been handed over.

7. Prices, payments

- a. The price shown in the order is binding. The agreed price is a fixed price.
- b. Insofar as not otherwise agreed in writing, the price shall include the delivery including shipment, insurance and packaging.
- c. Remuneration for visits or for the creation of offers and projects will not be granted.
- d. Payments shall be made – if not agreed otherwise – within 14 days, beginning from the full delivery and receipt of the verifiable invoice, no earlier however than from the delivery date, with the deduction of 3 % cash discount or within 30 days net.
- e. Insofar as the supplier has to make material tests, test protocols, quality documents or other documents available, the completeness of the delivery and service shall also presume that these documents shall be handed over. The invoices will only be due and payable when these documents have been handed over (point 6). Deduction of cash discount is also permitted if HIRSCHMANN offsets or withholds payments in a reasonable amount owing to defects; the payment deadline shall begin after the full remedy of the defects.
- f. Payments do not imply any recognition of the deliveries or services as per contract.

8. Assignment of claims, reservation of title

- a. The assignment of claims is only permitted with the written consent of HIRSCHMANN.
- b. A possible reservation of title by the supplier shall apply with the condition that the ownership to the paid goods shall pass to us with the payment of the goods; an extended, in particular prolonged reservation of title will not become part of the contract. The supplier is only entitled to request that the goods are handed over owing to the reservation of title in the event of the prior cancellation.

9. Liability for defects – warranty, report of defects

- a. The goods are to be delivered free of defects of quality and title. The supplier in particular has to provide the goods to the extent that their sale and, if applicable, processing does not breach intangible rights of third parties.
- b. The statute-of-limitations of the claims for defects is 36 months unless a longer deadline is envisaged by law. Then, the deadline stipulated by law shall apply. The deadline shall begin with the passing of the risk.
- c. If defects are determined before or with the passing of the risk or occur during the warranty obligation, the supplier either has to remedy the defects or deliver a substitute at its costs and at the choice of HIRSCHMANN. This shall also apply to deliveries, with which the inspection is limited to random samples. The choice of HIRSCHMANN is to be made at its reasonable discretion. The expenses which are necessary for the purpose of subsequent satisfaction shall also include the expenses of our buyer, which are to be borne by the seller. The warranty deadline shall begin to apply once again for goods, which have to be improved or replaced.
- d. If the supplier does not carry out the remedy of defects or the new delivery or service within a reasonable deadline to be set by HIRSCHMANN, HIRSCHMANN is entitled to cancel the contract in full or in part without compensation or request a reduction in the price or carry out the subsequent improvement itself or have this carried out or a new delivery at the costs of the supplier and/or request damages. The same shall apply if the supplier declares that it is not in the position to carry out the remedy of the defects, new delivery or service within a reasonable deadline.
- e. Subsequent improvements can be carried out without setting a deadline at the costs of the contractor if the goods are delivered after the occurrence of the delay and HIRSCHMANN has an interest in immediate subsequent improvement owing to the avoidance of own default or other urgency.
- f. Further statutory claims, in particular for the reimbursement of processing costs spent unsuccessfully, shall remain unaffected.
- g. Reports of defects can be submitted within one month since the delivery or service or, insofar as the defects are only noticed during processing or use, within one month after they have been determined and shall thus be deemed as immediate.

10. Property rights

- a. The supplier shall be responsible for ensuring that no rights of third parties are infringed in connection with its delivery.
- b. If a claim is asserted against HIRSCHMANN by a third party, in this respect, the supplier undertakes to indemnify HIRSCHMANN from these claims immediately at the first request.

- c. The indemnification obligation of the supplier refers to all expenses, which are incurred to HIRSCHMANN from, or in connection with, the assertion of claims by a third party.

11. Product liability

The supplier has to indemnify HIRSCHMANN in connection with faults to the products delivered by it, i.e. the supplier takes over all thus resulting costs and expenses, including the costs of possible legal prosecution as well as a necessary retrofitting or recall action. For this purpose, the supplier shall conclude sufficient product liability insurance, the proof of which the supplier has to provide immediately at the first request of HIRSCHMANN.

12. Substances in products

- a. REACH -: The supplier guarantees that it shall comply with the requirements of the EU Chemical Regulations REACH (Regulation (EC) No. 1907/2006) in the respective valid version – hereinafter referred to as REACH regulations - , in particular, that the substances have been registered. The supplier further guarantees that it will not deliver any preparations, products or components, in which substances are contained or the substances themselves
 - which are listed in Annex XIV of the REACH regulations
 - or are subject to the restrictions according to Annex XVII of the REACH - regulations
 - or which meet the criteria of Articles 57 to 59 of the REACH regulations, thus are listed on the so-called "Candidate List of Substances of very high Concern" (SVHC List) of the European Chemical Agency (ECHA), even if a substance is contained in one component of a product in a concentration of more than 0.1 weight by weight (w/w). The respective actual list can be viewed at <http://echa.europa.eu/de/candidate-list-table>. If substances are included in this list which have not been listed so far in case of ongoing orders then the supplier has to inform Hirschmann hereof immediately.
- b. RoHS – EU Directive 2002/95/EC and 2011/65/EU: The supplier guarantees that the following substances are not contained or only in concentrations below the maximum value in the delivered goods: Lead, mercury, hexavalent chrome, polybromated Biphenyl (PBB), polybromated diphenyl ether (PBDE) – maximum concentration value in homogeneous substances respectively 0.1 per cent by weight and cadmium – maximum concentration value in homogeneous substances 0.01 %.

13. Export control and customs

The supplier undertakes to inform HIRSCHMANN immediately in writing at all times about possible permit obligations with (re-)exports of its goods according to German, European, US export and customs provisions as well as the export and customs provisions of the country of origin of its goods in its business documents. For this purpose, the supplier shall state the following in its offers, order confirmations and invoices with the corresponding goods positions without request:

- The export list number according to Annex AL to the German foreign trade regulations, the European Annex IV to the EC-Dual-Use regulations or comparable list positions of relevant export lists,
- for US goods: the ECCN (Export Control Classification Number) according to US Export Administration Regulations (EAR),
- the origin of the goods under trade policies of its goods and parts of its goods, including technology and software,
- whether the goods are transported through the USA, produced or stored in the USA, or were produced with the help of US technology,
- the statistical goods number (HS-Code) of its goods as well as
- a contact in its company for the clarification of possible questions of HIRSCHMANN.

At the first request of HIRSCHMANN, the supplier undertakes to inform us in writing of all further foreign trade data relating to its goods and their parts as well as inform HIRSCHMANN immediately (before the delivery of corresponding goods affected hereby) about all changes to the above-mentioned data in writing

14. Non-disclosure obligation

The supplier undertakes to maintain strict secrecy concerning all received diagrams, drawings, calculations and other documents and information. They may only be disclosed towards third parties with the explicit consent of HIRSCHMANN. The non-disclosure obligation also covers personal data. The non-disclosure obligation shall also apply after the processing or failure of this contract; it shall lapse if and insofar as the production know-how contained in the provided diagrams, drawings, calculations and other documents has become general knowledge. Sub-suppliers are to be obliged accordingly.

15. Place of jurisdiction, place of performance, applicable law

- a. The place of jurisdiction is Heilbronn/N. HIRSCHMANN is however entitled to also file action against the supplier at the court of its registered seat.
- b. Insofar as not otherwise derived from the order or order confirmation, the registered seat of HIRSCHMANN in Eberstadt is the place of performance.
- c. German law shall apply exclusively - under the exclusion of the UN Convention on Contracts for the International Sale of Goods.