

GENERAL CONDITIONS OF PURCHASE

1. General Provision

1.1 The General Terms and Conditions of Purchase shall apply to all existing and future business relations between Baudisch Electronic GmbH (hereinafter referred to as Baudisch) and the supplier of goods and services (hereinafter referred to as Supplier), to their order and purchase by Baudisch. They shall not apply to natural persons who conclude the legal transaction only for the purpose that cannot be attributed to either their commercial or their independent professional activities.

1.2 By accepting and/or executing an order and/or a purchase order, the Supplier accepts these General Terms and Conditions of Purchase in the version valid at the time of the order. The general terms and conditions of purchase can be retrieved and/or viewed at any time on the website of Baudisch, www.baudisch-electronic.de/en/terms-conditions/. Conflicting and/or deviating general terms and conditions of the Supplier are expressly not recognized and shall not become part of the contract unless Baudisch agrees to their validity in writing upon conclusion of the contract. In this case and/or in the event of a separate agreement of special terms and conditions for individual, concrete orders, the general terms and conditions of purchase shall be subordinate and supplementary and shall be used for interpretation. The general terms and conditions of purchase shall also apply if the contract is executed by the supplier without reservation in the knowledge of the supplier's conflicting general terms and conditions. Baudisch's acceptance of and/or payment for a delivery or service of the Supplier shall not constitute consent to the Supplier's general terms and conditions. Silence in response to an order confirmation of the Supplier, even and especially in the case of existing business relationships, with contradictory declarations of the Supplier, shall also not constitute a corresponding consent.

1.3 The Terms and Conditions of Purchase shall apply to all future transactions and contracts with the Supplier, even if Baudisch does not expressly refer to them again in the future.

2. Conclusion of contract

2.1 The conclusion of the contract as well as all agreements made between Baudisch and the Supplier for the purpose of executing this contract shall be made exclusively in writing. The Supplier shall check an offer technically and in terms of content and shall expressly point out to Baudisch in the offer any deviations from the inquiry documents.

2.2 If the offer is made by Baudisch, Baudisch shall be bound by this offer for 14 days from the date of the offer.

3. Scope of services

3.1 The scope of performance of the order results from the respective underlying individual order, all reports, drafts, models, documents, ideas, samples and all other results arising during the performance of the service

3.2 The Supplier shall perform its services with the utmost care in compliance with the latest state of science and technology, the safety regulations of the authorities and professional associations, as well as its own existing knowledge and experience or that gained during the contract work. He guarantees compliance with the statutory regulations, the agreed technical specifications and all other requirements.

3.3 Partial performance shall not be permitted unless agreed in writing in advance. Baudisch shall therefore be entitled to cancel any remaining quantity. If the remaining quantity is not delivered on time and/or in accordance with the contract, the Supplier shall be charged for the additional costs incurred by the commissioning of a third party.

3.4 The performance of the ordered deliveries and services by third parties shall not be permitted unless Baudisch has given its prior written consent.

3.5 The Supplier shall prepare data, drawings and other documentation in accordance with the Baudisch guidelines, requirements and regulations. In the event of ambiguities, the Supplier shall be obliged to obtain all necessary information prior to the start of work. EDP systems and programs used for the documentation shall be defined by Baudisch. The supplier shall be obligated to obtain the corresponding information before the start or before the execution of the order performance. The supplier shall be responsible for the completeness of this information.

3.6 Upon Baudisch's request, the Supplier shall provide information about the composition of the delivery item within 14 days after receipt of the written request, insofar as this is necessary for the fulfillment of official and/or contractual requirements domestic and abroad.

3.7 Baudisch shall be entitled, as long as the Supplier has not yet completely fulfilled its obligations, to demand changes to the order with regard to design, execution, quantity and delivery time within the scope of reasonableness. In doing so, the contracting parties undertake to settle the effects (e. g. additional or reduced costs, delivery dates, etc.) by mutual agreement. Baudisch may demand changes to the delivery item even after conclusion of the contract, provided this is objectively reasonable for the Supplier. In the event of this contractual amendment, the effects on both sides, in particular with regard to the additional or reduced costs, as well as the delivery dates, shall be settled by mutual agreement.

3.8 The Supplier shall be obligated to immediately notify Baudisch in writing of any concerns it may have about the way in which the service/delivery is to be performed as requested by Baudisch and to propose to Baudisch, without being requested to do so, any changes it deems necessary in order to meet the agreed specifications or legal requirements.

3.9 In the event of product changes or discontinuations of goods already delivered, the Supplier is obligated to take suitable measures to ensure the continued delivery and to inform Baudisch thereof in writing without delay. For this purpose, it shall regularly inquire with its upstream suppliers about planned product changes/cancellations. Upon request by Baudisch, they shall provide evidence of these inquiries. Possible alternative products are to be suggested without being asked. All documents required for this purpose, in particular data sheets, samples, etc., must also be made available without being requested to do so.

3.10. Baudisch shall be notified in writing, without being requested to do so, of any changes in material composition, product description, specifications, test methods/equipment, manufacturer, production site/, processes, drawings and safety-relevant changes. The change shall require the written consent of Baudisch and the Purchaser.

3.11. Upon receipt of a notice of termination, Baudisch shall have the option for a period of at least six months to place a final order with the Supplier at the conditions applicable at the time of receipt of the notice of termination.

4. Prices, Place of Performance, Terms of Payment

4.1 The prices stated in the order are fixed prices excluding value added tax. Price increases in the meantime shall not be binding for Baudisch. However, if the contractor reduces its prices up to the delivery date, Baudisch shall also benefit from the reduction. The price shall include in particular costs for freight "free delivery", insurance, customs duties, packaging and material testing procedures. Claims based on additional deliveries and/or services, can only be asserted after prior written agreement and commissioning of the additional deliveries and/or services between the contracting parties. Otherwise, additional claims of any kind whatsoever in excess of the total fixed price shall be excluded.

4.2 Unless another place of performance has been agreed in writing in the contract, the deliveries shall be made at Baudisch's place of business and shall be insured by the Supplier at the Supplier's expense against transport damage, incorrect loading or unloading and theft. The insurance policy shall be presented upon request.

4.3 The goods shall be packed in such a way that damage during transport and loading is avoided. Packaging materials shall only be used to the extent necessary to achieve the purpose. The Supplier's take-back obligations, also with regard to transport and product packaging, shall be governed by the statutory provisions. The supplier assures that all packaging is licensed and registered with an appropriate system provider in accordance with the law and that the charges for this are paid in full and in the proper manner.

4.4 Remuneration for performances, presentations, negotiations and/or for the preparation of offers and projects shall not be owed unless previously agreed in writing.

4.5 Invoices can only be processed by Baudisch if they are complete, i.e. if they comply with the legal requirements, in particular the German Value Added Tax Act (UStG), and contain the order number shown in the Baudisch order as well as the details and/or documents agreed with the order. The Supplier shall be responsible for all consequences arising from non-compliance with this obligation. If the aforementioned information and/or documents are missing, the Supplier shall not be entitled to assert the claim in question against Baudisch. The Supplier acknowledges that this is a due date requirement.

4.6 Payments shall be made within 14 days after the due date less 3% discount, within 60 days strictly net. Terms of payment deviating from this shall be agreed in writing. The discount shall be deducted from the final invoice amount and shall also be permissible if Baudisch offsets or withholds payments in a reasonable amount due to defects. The payment period shall begin, in the case of retention due to defects, with the complete elimination of the defects. The assignment of claims from deliveries and services shall be subject to Baudisch's prior written consent, which may, however, only be refused for good cause. In the case of agreed partial performances, payment shall only become due with the last delivery. This shall not apply in the case of call orders or in cases of cancellation of a partial performance in accordance with Art. 3.3 of these Terms and Conditions of Purchase.

4.7 Insofar as it is part of the contract that the Supplier must provide material samples, test protocols, quality documents or other contractually agreed documents, the completeness of the delivery/service shall also require the receipt of these documents by Baudisch.

4.8 Baudisch shall be entitled to rights of set-off and retention to the extent provided by law. The Supplier's rights of set-off and retention shall only apply insofar as these are undisputed or have been legally established. Baudisch shall be entitled to reduce invoice amounts by the value of returned goods as well as any expenses and claims for damages.

5. Order and order confirmation

5.1 Orders or changes to orders, insofar as they are made by fax or other electronic transmission, shall be binding even without a signature.

5.2 Baudisch may revoke the order in writing without incurring any costs if the Supplier has not confirmed the order in writing within 14 days of the order date (order confirmation). Excepted from this are deliveries or services that have been duly provided in the meantime.

6. Call orders

In the case of orders on call, the call shall require written confirmation by Baudisch in order to be valid. If this is done by e-mail, it shall also be valid without a signature.

7. Delivery date

7.1 The delivery date specified in the order, which must be carefully checked by the Supplier in advance, shall be binding. The delivery date shall be the date of receipt of the goods at Baudisch's place of business (on the premises). If a delivery is made before the agreed delivery date, Baudisch shall be entitled to refuse acceptance of the delivery and to return it at the Supplier's expense and risk.

7.2 The Supplier undertakes to inform Baudisch in writing without delay if circumstances arise or become apparent to the Supplier which indicate or could indicate that the agreed delivery time cannot be met. Otherwise, any invocation of such circumstances shall be excluded.

7.3 In the event of a culpable delay in delivery by the Supplier, Baudisch shall be entitled to demand a contractual penalty in the amount of 0.2% of the delivery value, corresponding to the final invoice, for each commenced day of delay. Baudisch expressly reserves the right to assert further legal claims. It is expressly pointed out to the Supplier that Baudisch is regularly subject to a contractual penalty for delay vis-à-vis its customers, which may be asserted by way of recourse. The acceptance of a delayed delivery or service shall not constitute a waiver of further claims for compensation.

7.4 If Baudisch is in default of acceptance or debtor's delay, a claim for damages or reimbursement of expenses to which the Supplier is entitled shall be limited to 0.2% of the delivery value per full week, corresponding to the final invoice, but no more than 10% of the delivery value corresponding to the final invoice, insofar as the default is not based on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Baudisch. If Baudisch is in default with a payment, the Supplier shall be entitled to at least a claim for payment of a lump sum in the amount of € 40, pursuant to §288 BGB. This shall also apply if the payment claim is a payment on account or other installment payment. This lump sum is to be credited against any damages owed, insofar as the damages are based on the costs of legal action.

8. Release from the obligation to perform, withdrawal from the contract

8.1 In the event of force majeure, the contractual partners shall be released from their performance obligations for the duration of the disruption and to the extent of its effect. The contractual partners shall be obligated, within the bounds of what is reasonable, to immediately provide the contractual partner with the necessary information and to adjust their performance obligations to the changed circumstances in good faith.

8.2 Baudisch shall be released from the obligation to accept the delivery ordered in whole or in part and shall be entitled to rescind the contract in this respect if the delivery, due to the delay or effect caused by the force majeure, no longer has any use for Baudisch in connection with the original contract or continues for an unreasonably long period of time (after 8 weeks at the latest).

8.3 Baudisch shall be entitled to withdraw from the contract if the Supplier files for the opening of insolvency proceedings against its assets/company, if insolvency proceedings are opened against the assets of the Supplier or if the opening is rejected for lack of assets.

8.4 Baudisch shall also be entitled to withdraw from the contract if the Supplier holds out the prospect of, promises, offers or grants benefits of any kind to a Baudisch employee or agent involved in the preparation, conclusion or execution of the contract or to a third party in the Supplier's interest.

8.5 The statutory provisions on withdrawal shall otherwise remain unaffected.

9. Transfer of risk, documents

9.1 The transfer of risk shall only take place upon acceptance of the delivery by Baudisch at its place of business (on its premises), unless another place has been agreed in writing, in which case the transfer of risk shall take place upon acceptance at this place.

9.2 The Supplier shall be obliged to state the Baudisch order number on all shipping documents and delivery bills; if it fails to do so, delays in processing shall be borne by the Supplier.

9.3 Documents, reports, ideas, drafts, models, samples and similar items that are provided to the Supplier by Baudisch or third parties on behalf of Baudisch shall remain the property of Baudisch. The Supplier shall return these to Baudisch without request immediately after the performance of its service. These documents may be used by the Supplier exclusively for the fulfillment of the performance obligation vis-à-vis Baudisch and may not be used by the Supplier for other purposes, duplicated or made accessible to a third party, just like the drawings etc. prepared by the Supplier according to Baudisch's special specifications. The Supplier shall carefully store these documents and protect them from unauthorized inspection by third parties. They shall be returned to Baudisch free of charge without request as soon as they are no longer required for the execution of the order. The items provided to the Supplier shall be handled carefully and kept operational by the Supplier and insured against fire and theft. The supplier has no right of retention to these items. The supplier shall regard the order and the work relating thereto as a trade secret and accordingly treat them confidentially. In the event of a breach of one of the aforementioned obligations, Baudisch may, without prejudice to the Supplier's liability for all damages resulting therefrom, demand the return of the items provided.

10. Warranty claims, guarantees

10.1 Baudisch's warranty claims against the Supplier in the event of material defects and defects of title shall be determined in accordance with the statutory provisions. The warranty period shall be 36 months from the transfer of risk.

10.2 The Supplier warrants that the goods and deliveries comply with the applicable statutory provisions, in particular the provisions of the applicable packaging ordinance, the RoHS directive, the law on the marketing, return and environmentally compatible disposal of electrical and electronic equipment (Electrical and Electronic Equipment Act - ElektroG), the battery ordinance

and the EU chemicals ordinance REACH. Furthermore, the supplier guarantees that any copyright levies incurred have been paid to the relevant collecting societies. Reference shall be made to the copyright levies included in the Supplier's invoices in accordance with §54 d of the German Copyright Act.

10.3 The Seller warrants that the delivered goods comply with the legal, contractual and official provisions applicable to their distribution and use and that they do not infringe any third party rights.

10.4 Seller shall only ship parts that have been inspected by it and found to be in good condition. Baudisch's obligation to inspect and give notice of defects shall therefore be limited to obvious defects which are recognizable during the incoming inspection under external examination including the delivery documents (e.g. transport damage, wrong and short deliveries). Baudisch shall notify the Seller of obvious defects without delay (within 10 days at the latest).

10.5 Defects of the delivered goods and services notified within the warranty period, which also include the absence of warranted characteristics, shall be remedied by the Seller immediately upon request and at the Seller's expense. If it is not possible to remedy the defect or if Baudisch cannot reasonably be expected to accept repaired parts, the Seller shall replace the defective parts with defect-free parts free of charge.

10.6 In urgent cases or if the Seller does not meet its warranty obligation, Baudisch shall be entitled to carry out the necessary measures itself or to commission third parties to do so at the expense, risk and without prejudice to the Seller's warranty obligation. If rectification is not possible or unreasonable, this shall not affect the right to rescission or reduction.

10.7 Baudisch shall in principle have the right to choose the type of subsequent performance. The Supplier shall have the right to refuse the type of subsequent performance chosen by Baudisch under the statutory conditions.

10.8 Acceptance shall be subject to inspection for freedom from defects, in particular also for correctness, completeness and suitability. Baudisch shall be entitled to inspect the subject matter of the contract insofar as and as soon as this is feasible in the ordinary course of business; any defects discovered shall be notified immediately upon discovery. In this respect, the Supplier waives the objection of a delayed notice of defects.

11. Liability

11.1 The Supplier shall be liable within the scope of the statutory provisions.

11.2 Insofar as the Supplier is responsible for damage of any kind whatsoever, it shall be obliged to indemnify Baudisch against claims for damages by third parties upon first request insofar as the cause lies within its sphere of control and organization and it is liable itself in the external relationship. The obligation to indemnify shall also apply to all expenses necessarily incurred by Baudisch from or in connection with the claim by a third party, including the costs of legal representation. The Supplier shall insure itself against these risks to a sufficient extent as is customary in the market.

12. Ownership, provision, Mixing

12.1 If Baudisch supplies and/or provides process descriptions, drawings, samples, templates, models, dies, templates, tools, other means of production, substances and materials, these shall remain

Baudisch's property. Processing or transformation by the Supplier shall be carried out for Baudisch. If the substances and materials are processed by Baudisch with other objects not belonging to it, Baudisch shall acquire co-ownership of the new object in the ratio of the value of its object to the other processed objects at the time of the processing.

12.2 If the item (substances/materials) provided by Baudisch is inseparably mixed with other items not belonging to Baudisch, Baudisch shall acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it shall be deemed agreed that the Supplier transfers ownership to Baudisch on a pro rata basis, whereby Baudisch accepts this transfer, the Supplier shall keep the sole or co-ownership for Baudisch free of charge.

13. Secrecy

13.1 The Supplier shall be obligated to maintain secrecy with respect to all documents and information received from Baudisch as well as personal data. These may only be disclosed to third parties with the express consent of Baudisch. The obligation to maintain secrecy shall also apply after the execution or failure of this contract; it shall expire if and to the extent that the information contained in the documents provided has become generally known. Third parties used by the Supplier to fulfill the obligations resulting from this contract shall be obligated accordingly. In the event of a breach of these obligations, Baudisch may demand immediate surrender and claim damages.

13.2 The conclusion of the contract shall be treated confidentially. In the Supplier's advertising materials, reference may only be made to the conclusion of the business transaction with Baudisch after Baudisch has given its written consent. Baudisch and the Supplier undertake to treat all commercial or technical details which are not in the public domain and which become known to them through the business relationship as business secrets. Third parties used by the Supplier to fulfill the obligations resulting from this contract shall be obligated accordingly.

14. Property rights

14.1 Baudisch shall receive an exclusive right of use to Customer-specific drawings.

14.2 The Supplier shall guarantee that the results of the performance rendered by it are free of industrial property rights or copyrights of third parties.

14.3 The Supplier shall indemnify the Customer and its customers against claims of third parties arising from any infringements of industrial property rights upon first request and shall also bear all costs and expenses incurred by Baudisch in this connection.

14.4 The Customer shall be entitled to obtain permission to use the relevant delivery items and services from the entitled party at the Supplier's expense.

14.5 If a third party asserts claims against Baudisch due to the infringement of property rights by the Services provided by the Supplier and the use is impaired or prohibited as a result thereof, the Supplier shall either provide the respective contractual Services in compliance with the agreed requirements in such a way that the infringement of property rights no longer exists or it shall obtain the rights of use so that the Services can be used by the Customer in accordance with the contract without additional costs.

15. Inclusion of the Supplier Code of Conduct

Baudisch Electronic GmbH requires all suppliers to comply with the ethical, social, and environmental standards outlined in the Supplier Code of Conduct. The Supplier Code of Conduct complements these General Terms and Conditions of Purchase and is an integral part of our collaboration with suppliers.

The full Supplier Code of Conduct can be accessed and downloaded at any time via the following link: [Supplier Code of Conduct Baudisch Electronic](#).

By accepting and/or executing an order, the supplier confirms that they have read and understood the contents of the Supplier Code of Conduct and commit to complying with it. Non-compliance with the Supplier Code of Conduct may result in consequences up to and including the termination of the business relationship.

16. Final provisions

16.1 The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and legal norms that refer to another legal system shall not apply.

16.2 Subsidiary agreements, amendments or supplements shall require the written form to be effective, as shall the waiver of the written form requirement. The written form within the meaning of these General Terms and Conditions of Purchase shall also be granted by e-mail and fax.

16.3 The place of performance shall be the registered office of Baudisch. The place of jurisdiction for disputes arising from or in connection with the contractual relationship existing between Baudisch and the Supplier shall be the registered office of Baudisch, provided that the contractual partner is a merchant, a legal entity under public law or a special fund under public law.

16.4 Should any provision of these be or become invalid, the validity of the remaining provisions shall remain unaffected.