

General Terms and Conditions of Purchase (allgemeine Einkaufsbedingungen)

(Appendix to orders placed with Ventec Central Europe GmbH)

1. Scope, form

- 1.1. These Terms and Conditions of Purchase apply to all business relationships with our suppliers if the suppliers are entrepreneurs (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2. These Terms and Conditions of Purchase apply in particular to contracts for the delivery of movable goods ('Goods'), regardless of whether the Supplier manufactures the Goods itself or purchases them from upstream suppliers (Sections 433, 650 of the German Civil Code (BGB)). Unless otherwise agreed, these terms and conditions shall apply in the version valid at the time of the order or, in any case, in the version communicated to the supplier in text form as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- 1.3. These terms and conditions apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This shall apply in all cases, for example even if we accept the supplier's deliveries without reservation in full knowledge of the supplier's general terms and conditions.
- 1.4. Individual agreements made with the supplier in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these terms and conditions. Subject to evidence to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.5. Legally relevant declarations and notifications by the supplier in relation to the contract (e.g. setting of deadlines, reminders, withdrawal) must be made in writing, i.e. in written or text form (e.g. letter, e-mail). Statutory formal requirements and further evidence – in particular the power of representation of the person making the declaration – remain unaffected.

2. Conclusion of contract

- 2.1. Unless it contains a specific binding period, our order is valid for one week, after which it expires. The supplier must notify us of any obvious errors (e.g. typing or calculation errors) and omissions in the order for correction or completion prior to acceptance; otherwise, the contract shall be deemed not to have been concluded.
- 2.2. The supplier is obliged to accept our order within the binding period, which it can also do by dispatching the goods in good time and without reservation (acceptance). Late acceptance shall be deemed a new offer and requires acceptance by us.

3. Applicable standards

Unless otherwise specified in the order, the following standards apply:

- IPC-4101 laminate and prepreg
- IPC-4204 flexlaminate
- DIN EN ISO 2768-mK for all dimensions not specified to this point
- DIN 17611 aluminium anodisability

4. Delivery time and delay in delivery

- 4.1. The delivery time specified by us in the order is binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from the conclusion of the contract. The supplier is obliged to inform us immediately if, for whatever reason, it is unlikely to be able to meet the agreed delivery times.
- 4.2. If the supplier is in delay, we may – in addition to further legal claims – demand lump-sum compensation for delay in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of the goods delivered late. We reserve the right to prove that higher damages have been incurred; the supplier reserves the right to prove that no damages or only significantly lower damages have been incurred.

5. Third parties, delivery, transfer of risk, default of acceptance

- 5.1. The supplier who does not manufacture the goods himself may procure them from third parties, but then bears the procurement risk (unless otherwise agreed in individual cases, e.g. restriction to stock). The supplier who manufactures the goods himself but procures parts from third parties for this purpose is liable for them as his vicarious agents.
- 5.2. Delivery within Germany shall be ex works (in the sense that the supplier bears the costs and risks) to the delivery location specified in the order. If no delivery location is specified and nothing else has been agreed, delivery shall be made to our registered office in Kirchheimbolanden. The respective delivery location is also the place of performance for the delivery and any subsequent performance (obligation to deliver).
- 5.3. The delivery must be accompanied by a delivery note stating the date (of issue and dispatch), the contents of the delivery (item number and quantity) and our order reference (date and order number). If the delivery note is missing or incomplete, we shall not be responsible for any resulting delays in processing and payment.
- 5.4. The risk of accidental loss and accidental deterioration of the goods shall pass to us upon delivery at the place of performance (paragraph [2], sentence 3). If acceptance has been agreed, this shall be decisive for the transfer of risk.
- 5.5. The statutory provisions shall apply to our delays in acceptance. However, the supplier must explicitly offer us its services even if a specific or determinable time has been agreed for an action or cooperation on our part (e.g. provision of material).

6. Prices and terms of payment

- 6.1. The price stated in the order is binding. All prices are exclusive of statutory value added tax.
- 6.2. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services provided by the supplier as well as all incidental costs (e.g. packaging, transport costs including any transport and traffic liability insurance).
- 6.3. We do not owe any interest on arrears. The statutory provisions apply to late payments.

7. Tools, confidentiality, retention of title

- 7.1. We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual service and returned to us after completion of the contract. The documents are to be kept confidential from third parties, even after termination of the contract. The confidentiality obligation shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known.
- 7.2. We also retain our ownership rights to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the supplier for manufacturing purposes.
- 7.3. If the supplier manufactures or procures special tools for the production of the goods, it shall be obliged to transfer ownership of these tools to us in accordance with the following provisions:
 - 7.3.a If we agree to pay the tool costs, the supplier must issue us with a corresponding invoice. Upon payment of the invoice, ownership of the tool in question shall pass to us. Upon payment of the invoice, the supplier shall store the tool for us (possessory relationship). In addition, we shall have the right to physically take possession of the tool at its location and mark it as our property.
 - 7.3.b. The supplier must include the tool in an existing contents insurance policy for its technical operating equipment.
 - 7.3.c. The costs of maintenance, repair or restoration of the tools shall be borne by the supplier until transfer of ownership to us, after which we shall bear them, unless the costs are due to improper handling of the tools by the supplier.
- 7.4. Any processing, mixing or combining (further processing) of items provided by us by the supplier shall be carried out on our behalf. The same shall apply to further processing of the delivered goods by us, so that we shall be deemed the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions.
- 7.5. The transfer of ownership of the goods to us must take place unconditionally and regardless of payment of the price. All extended, forwarded and prolonged retention of title are excluded. However, the following applies to a simple retention of title: If we accept an offer of transfer of ownership from the supplier conditional upon payment of the purchase price, the supplier's retention of title shall expire at the latest upon payment of the purchase price for the delivered goods; we remain authorised in the ordinary course of business to resell the goods even before payment of the purchase price, with advance assignment of the resulting claim (alternatively, the simple and extended retention of title limited to resale shall apply).

8. All-round surface specification of the material

8.1. The supplier undertakes to observe the following surface specifications: Free of burrs, chips, crumbs, dust, grease, oil, solvents, resin, adhesives, silicones, acids, alkalis, surfactants, water, release agents, adhesive coatings, non-stick coatings and other foreign substances, regardless of their aggregate state, particle size and/or type of adhesion. Also free of scratches, dents, grooves, holes, pitting, bumps and other damage of any kind.

8.2. A deviation constitutes a gross defect in the quality of the delivered goods.

9. Defective delivery

9.1. Unless otherwise specified below, our rights in the event of material defects and defects of title in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly, operating or operating instructions) and in the event of other breaches of duty by the supplier shall be governed by the statutory provisions. Section 10 remains unaffected.

9.2. In accordance with statutory provisions, the supplier shall be liable in particular for ensuring that the goods have the agreed quality at the time of transfer of risk to us. The agreed quality shall in any case be the quality specified in the product descriptions which – in particular by designation or reference in our order – form the subject matter of the respective contract or have been incorporated into the contract in the same way as these terms and conditions. It makes no difference whether the product description originates from us, the supplier or the manufacturer.

9.3. Notwithstanding Section 442 (1) sentence 2 of the German Civil Code (BGB), we shall also be entitled to claims for defects without restriction if we were unaware of the defect at the time of conclusion of the contract as a result of gross negligence.

9.4. The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect and give notice of defects, subject to the following proviso (unless we have concluded a separate quality assurance agreement [QSV] with the supplier; in this case, the provisions in the QSV take precedence): Our obligation to inspect is limited to defects that become apparent during our incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, deviation from the agreed quality, incorrect or short delivery). If acceptance has been agreed, there is no obligation to inspect. In all other respects, it depends on the extent to which an inspection is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later remains unaffected. Notwithstanding our obligation to inspect, our complaint (notification of defects) shall in any case be deemed to have been made immediately and in good time if it is sent within seven working days of discovery – or, in the case of obvious defects, of delivery.

9.5. Subsequent performance also includes the collection of the defective goods and the redelivery of goods in perfect condition. If the goods have been installed in or attached to another item in accordance with their type and intended use, our statutory claim for reimbursement of corresponding expenses remains unaffected. The supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it transpires that there was in fact no defect. Our liability for damages in the event of unjustified rectification of defects remains unaffected.

- 9.6. Notwithstanding our statutory rights and the provisions in (5), the following shall apply: If the supplier fails to fulfil its obligation to remedy the defect – at our discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the supplier for the necessary expenses or a corresponding advance payment. If the subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, endangerment of operational safety or the threat of disproportionate damage), no deadline need be set; however, we shall inform the supplier of such circumstances immediately, if possible in advance.
- 9.7. Furthermore, we shall have the corresponding statutory rights in the event of a material defect or defect of title; in the event of infringements of property rights, we shall also have the rights specified in 10 Supplier Recourse.
- 9.8. Limitation periods:
 - 9.8.a. The limitation period for our rights due to material defects in the goods (unless covered by sentence 2) is three years; if acceptance has been agreed, this period shall commence upon acceptance. For goods that are used in accordance with their normal use and whose defectiveness causes damage, the period is six years.
 - 9.8.b. The limitation periods of three or six years also apply to claims arising from legal defects (whereby the statutory limitation period for rights in rem of third parties [Section 438 (1) No. 1 BGB] remains unaffected); However, claims arising from legal defects shall in no case become time-barred as long as the third party can still assert its right against us, in particular in the absence of a limitation period.
 - 9.8.c. The limitation periods under sales law, including the above extensions, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the statutory limitation periods under sales law leads to a longer limitation period in individual cases.
- 9.9. Right of termination for framework supply agreements: In addition to the rights in respect of defects pursuant to (2) to (7) with regard to individual deliveries, we shall have the right to terminate framework supply agreements for good cause if the supplier repeatedly delivers defective goods despite receiving a warning.

10. Supplier recourse

- 10.1. We shall be entitled to our statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction in addition to our claims for defects. In particular, we shall be entitled to demand from the supplier exactly the type of subsequent performance (repair or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted by this.
- 10.2. Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with Sections 445a (1), 439 (2) and (3) of the German Civil Code (BGB)), we shall notify the supplier and request a written statement, briefly outlining the facts of the case. If a substantiated statement is not provided within a reasonable period of time and no amicable solution is reached, the defect claim actually granted by us shall be deemed to be owed to our customer. The supplier retains the right to object, but in this case is also responsible for providing counter-evidence.
- 10.3. Our claims arising from supplier recourse shall also apply if the defective goods have been further processed by us or another entrepreneur, e.g. by installation in another product.

11. Product and producer liability

- 11.1. If the supplier is responsible for product damage, it shall indemnify us against third-party claims to the extent that the cause lies within its sphere of control and organisation and it is liable in relation to third parties. In this respect, too, the supplier's responsibility for its suppliers shall apply in accordance with 4 Delivery time and delay in delivery, paragraph 1, sentence 2.
- 11.2. As part of its indemnification obligation, the supplier shall reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including recall campaigns carried out by us. However, we shall inform the supplier of the content and scope of recall measures – as far as possible and reasonable – and give them the opportunity to comment. Further legal claims remain unaffected.
- 11.3. The supplier shall take out and maintain extended product liability insurance with a lump sum coverage of at least EUR 2 million for personal injury and property damage and a coverage of at least EUR 1 million for financial losses.

12. Certifications, documentation, data sheets, COCs and other evidence

12.1. The supplier regularly checks its documents for up-to-date information and sends us the relevant evidence without being asked in the event of updates. This evidence includes all types of operating certifications, the latest revisions regarding:

- REACH,
- RoHS,
- CRT,
- CMRT,
- EMRT,
- TSCA,
- California Proposition 65
- (safety) data sheets
- test certificates
- Mica
- POP
- WEEE
- supplier declarations of individual products and/or their batches or your company.

13. Human rights and environmental protection

13.1. The supplier guarantees that all manufacturing, processing, production and packaging is free from child labour and inhumane conditions, that no radioactive or otherwise contaminated materials are used, and that the environmental protection measures applicable in the respective countries are complied with.

14. Supply Chain Act The supplier guarantees compliance with the applicable supply chain law and the provision of the required documentation. It hereby declares that it will comply fully with its corporate duty of care to prevent human rights violations and promote sustainability in its supply chain.

15. US re-export regulations

15.1. The supplier undertakes to comply with the US re-export regulations in their currently valid version, if applicable to its goods. The supplier shall provide the ECCN codes applicable to its products without being asked to do so.

15.2. If the condition of the goods and/or their components is subject to a corresponding inspection, the supplier shall provide information about this and the results obtained without being asked to do so.

16. Infringements of property rights In accordance with Section 2 Conclusion of Contract, the Supplier warrants that the goods delivered by it do not infringe any industrial property rights or copyrights (in the following intellectual property rights) of third parties in countries of the European Union or other countries in which it manufactures the goods or has them manufactured.

16.2. The supplier is obliged to indemnify us against all claims asserted against us by third parties due to infringement of property rights and to reimburse us for all necessary expenses in connection with this claim. This shall not apply if the supplier proves that it is not responsible for the infringement of property rights and that it could not have been aware of this at the time of delivery even if it had exercised commercial diligence.

16.3. Further legal or contractual claims on our part due to legal defects in the goods remain unaffected.

17. Choice of law, place of jurisdiction, arbitration tribunal

17.1. The law of the Federal Republic of Germany shall apply to these terms and conditions and the contractual relationship between us and the supplier.

17.2. The exclusive place of jurisdiction – including internationally – for all disputes arising from the contractual relationship is the local court responsible for Kirchheimbolanden (unless an arbitration agreement applies in accordance with [3]). However, we shall also be entitled to bring legal action in the general or special place of jurisdiction of the supplier. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

17.3. If the supplier is based in China or India, the following shall apply in deviation from 17.2.:

17.3.a. *China: "Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) Shanghai Sub-Commission (Arbitration Center) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties. The arbitral proceedings shall be conducted in English."*

17.3.b. *India: "All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be New Delhi, India. The arbitral proceedings shall be conducted in English."*

18. Miscellaneous

- 18.1. Should individual provisions of these Terms and Conditions of Purchase be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provisions shall be replaced by provisions that come as close as possible to the economic purpose of the invalid or unenforceable provisions.
- 18.2. Notwithstanding any translations of these Terms and Conditions of Purchase into other languages, the German language version of these Terms and Conditions of Purchase shall be deemed the authentic version, and only the German language version shall be used for the interpretation of the contract.
- 18.3. Our fulfilment of the contract is subject to the proviso that there are no obstacles to fulfilment due to national or international import regulations, in particular embargoes and/or other sanctions.