

## **Purchasing conditions**

### **I.**

#### **Scope**

1. These conditions apply to every contract between in-tech GmbH and its affiliated companies within the meaning of § 15 AktG [German Stock Cooperation Act], and only to companies/entrepreneurs within the meaning of § 14 BGB [German Civil Act] and the institutions mentioned under § 310 para. 1 BGB.
2. In the absence of a deviating agreement in individual cases, the following conditions exclusively apply to all our future orders of a similar nature. Deviating and additional conditions of the supplier are not binding for us, even if we do not expressly object. Deviating and additional agreements apply only to the respective individual contract.

### **II.**

#### **Conclusion of Contract**

1. Inbound offers are free of charge and non-binding for us.
2. Our orders, supplements, and changes to an order are only binding if made in writing or by telefax and contain an order number. The binding nature ceases if we do not receive a written confirmation of the order from the supplier, with the order number stated, within ten days of the order. Before receiving such an order confirmation, we are entitled to revoke our order in any case.
3. We may request changes to the ordered delivery item within reasonable, customary quality and quantity tolerances. The effects, especially regarding additional costs or cost reductions and delivery dates, shall be adjusted appropriately and mutually agreed upon with the supplier.

### **III.**

#### **Delivery Item**

1. The content, nature, and scope of the delivery are determined by our order, including specifications and manufacturing documents provided by us (drawings, samples, etc.). The supplier is obligated to examine these for completeness, accuracy, and suitability, promptly notify us in writing of any discrepancies/errors, and remains responsible for their independent

execution.

2. Shortages, the value of which does not justify a subsequent delivery, entitle us to reduce the invoice through a debit note.
3. Partial deliveries are only permissible with our explicit consent. We are entitled to call for deliveries in partial quantities. Changes to the delivery item and deviations from the presented manufacturing process require our prior written approval.
4. The supplier is liable for all defects in the delivery according to statutory provisions.

#### **IV. Delivery Time**

1. Delivery times are binding. Deadlines commence from the order date. The delivery week is the week in which the delivery arrives at the specified receiving location.
2. The receipt of the goods by us is decisive for the adherence to the delivery deadline. The supplier is obligated to accurately state our order number on all shipping documents and delivery notes. Failure to do so places responsibility for any delays on the supplier.
3. Cases of force majeure and other delivery delays not attributable to the supplier and unforeseeable by them must be promptly communicated to us. If the delay persists for more than one month, we reserve the right to withdraw from the contract.
4. In the event of an apparent delay in delivery, the supplier is obliged to promptly notify us.
5. In the case of delivery delays, we are entitled to claim a flat-rate default penalty of 0.5% of the net price per completed calendar week, but not exceeding 5% of the delivery value. Both parties reserve the right to provide evidence of different damages.
6. The acceptance of a delayed delivery does not waive our statutory claims for delivery delays.

#### **V. Shipping/Acceptance**

1. Shipping is at the cost and risk of the supplier. This applies equally to any returns. The supplier is liable for compliance with specified shipping instructions.
2. The risk transfers to us upon the delivery being handed over at the specified receiving location. If acceptance is agreed upon, it is decisive for the transfer of risk.

3. The supplier must include a delivery note with each shipment, stating our order number, order date, and our item/drawing number. Otherwise, we are entitled to refuse acceptance without resulting claims for the supplier. The costs of a justified refusal of acceptance are borne by the supplier.
4. If, at our request, the delivery is shipped directly to third parties, we must be promptly and unsolicitedly informed with a shipping notice, including all relevant details.
5. If, due to force majeure or other circumstances unforeseeable by us, especially labor disputes, we are prevented from accepting the delivery, our obligation to accept is suspended. We will promptly notify the supplier of such circumstances. In these cases, we are entitled to withdraw from the contract or request delivery at a later date. The supplier has no claims arising from these circumstances. If our obligation to accept is suspended for a period exceeding three months, the supplier is entitled to withdraw after a reasonable grace period.
6. The acceptance of the delivery is always subject to examination for accuracy and suitability by our incoming goods inspection. We are entitled to return disputed goods at the cost and risk of the supplier and, at our discretion, request replacement, rework, or undertake rectification at the expense of the supplier. Concealed or hidden defects discovered during processing or use can be objected to at any time. They also entitle us to demand reimbursement of the wasted costs from the supplier.

## **VI.**

### **Prices/Payment Terms**

1. Prices in our orders are fixed prices, including ancillary costs (packaging, transportation, insurance, etc.), and are understood to be free to the specified receiving location.
2. Invoicing must be done as a singular copy, indicating the order number and referencing the accompanying delivery note. A separate invoice must be issued for each order.
3. We will make payments within 14 days from the receipt of a proper invoice, granting a 3% discount, or within 30 days net, through a payment method of our choice or by offsetting with counterclaims.
4. Our default requires written notice after the due date.
5. Payments are always made with reservation and do not imply acknowledgment of freedom from defects or waiver of our rights to assert claims.

6. We reserve the right to make payments by check and promissory note.
7. If the supplier is required to provide material tests, test protocols, quality documents, or other documentation, the completeness of the delivery is contingent upon the transfer of these documents. Invoices are only due for payment upon transfer.

## **VII.**

### **Ownership and Intellectual Property Protection**

1. The supplier ensures that no third-party rights are violated in connection with their delivery within the Federal Republic of Germany. The supplier is further obligated to manufacture the delivered goods in compliance with legal regulations, particularly with regard to occupational safety regulations.
2. If we are claimed against by a third party due to such an infringement, the supplier is obligated, upon our first written request, to indemnify us from these claims. The supplier's indemnification obligation extends to all expenses necessarily incurred by us in connection with or arising from the third-party claims.
3. Reproduction of models, samples, or other documents provided by us to the supplier, or those produced by the supplier according to our specifications, is only permissible to the extent necessary for the processing/execution of our order.
4. Goods manufactured according to our specifications may not be offered/delivered to third parties; approval is required, and this obligation continues even after the termination of the business relationship. If improvements result from our manufacturing documents, we have a non-exclusive, free right to use for our own purposes, even after such improvement, and any associated intellectual property rights.
5. We are the exclusive owner of all ownership, usage, and any other rights to all results (including all inventions, know-how, reports of tests, studies, developments, proposals, ideas, designs, suggestions, samples, models, templates, etc.) achieved by the supplier in connection within an existing contractual relationship with us.
6. If the performance includes software, usage rights are not limited to the object code. Unless otherwise agreed in individual cases, we also have the right to the delivery of the source code and documentation. We can demand the delivery in any case, even during the course of development.

## **VIII.**

### **Retention of Title, Ownership, Manufacturing Documents**

1. The transfer of ownership of the goods to us must be unconditional and irrespective of the payment of the price. However, if, in individual cases, we accept an offer from the seller for transfer conditional upon payment of the purchase price, the seller's retention of title ceases at the latest with the payment of the purchase price for the delivered goods. We are authorized to resell the goods in the ordinary course of business before payment of the purchase price, with the assignment of the resulting claims (in the alternative, application of a simple retention of title extended to resale). This excludes all other forms of retention of title, particularly the extended, forwarded, and extended retention of title for processing.
2. Models, samples, and other documents that we have provided to the supplier or that have been manufactured by the supplier according to our specifications are our property and may only be used for the preparation of the offer and the execution of the ordered delivery. They must be returned to us immediately upon completion or, in the case of non-conclusion/cancellation of the contract, upon request.

## **IX.**

### **Withholding/Offsetting/Prohibition of Assignment**

1. The assertion of a right of retention and offsetting against counterclaims by the supplier is only permissible if the counterclaim has been legally established, acknowledged by us, or is ready for a decision.
2. The transfer of the execution of the order to third parties or the assignment of claims or rights in connection with the order to third parties requires our express consent.
3. We are entitled to offset our claims against the supplier with all claims that the supplier has against us from deliveries or other legal grounds.

## **X.**

### **Warranty/Product Liability**

1. For our rights regarding defects in quality and title of the goods (including incorrect and incomplete delivery as well as improper assembly/installation or defective instructions) and for other breaches of duty by the seller, the statutory provisions apply and, exclusively in our favor, the following additions and clarifications.
2. The commercial duty to inspect and give notice of defects is governed by statutory

provisions (Sections 377, 381 of the German Commercial Code, HGB) with the following provision: Our duty to inspect is limited to defects that become apparent during our goods receipt inspection through external inspection, including delivery documents (e.g., transport damage, incorrect and incomplete delivery), or that are recognizable in our quality control by random sampling. If acceptance is agreed upon, there is no duty to inspect. Otherwise, it depends on the extent to which an inspection is advisable under the circumstances of the individual case in consideration of proper business practices. Our notification (complaint) is deemed immediate and timely in any case if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

3. To the extent that the supplier is responsible for a product defect, they are obligated to indemnify us upon our first written request against any third-party claims for damages, insofar as the cause lies within their sphere of control and organization, and they are liable externally.
4. In this context, the supplier is also obligated to reimburse any expenses according to Sections 683, 670 of the German Civil Code (BGB) resulting from or in connection with a recall campaign carried out by us. We will inform the supplier of the content and scope of the recall measures, if possible and reasonable, and provide them with an opportunity to comment.
5. The supplier agrees to maintain product liability insurance with coverage of 5 million EUR per personal injury/property damage – lump sum – and to provide us with confirmation upon request.
6. If we have further claims for damages, these remain unaffected.

## **XI.**

### **Recourse Claims within the Supply Chain**

1. Our statutorily determined recourse and reimbursement claims within a supply chain (supplier recourse according to §§ 478, 445a, 445b, or §§ 445c, 327 Abs. 5, 327u of the German Civil Code, BGB) are available to us unrestrictedly alongside warranty claims. We are specifically entitled to demand from the seller the exact type of subsequent performance (rectification or replacement delivery) that we owe to our customer in each case; this also applies to goods with digital elements or other digital content regarding the provision of necessary updates. This does not limit our statutory right of choice (§ 439 Abs. 1 BGB).
2. Before acknowledging or fulfilling a defect claim (including reimbursement of expenses according to §§ 445a Abs. 1, 439 Abs. 2, 3, 6 S. 2, 475 Abs. 4 BGB) raised by our customer, we will notify the seller and request a written statement explaining the facts. If a substantiated statement is not received within a reasonable period, and no mutually agreeable solution is reached, the defect claim actually granted by us is deemed owed to our customer. In this

case, the seller bears the burden of proof to the contrary.

3. Our claims arising from supplier recourse also apply if the defective goods have been combined with another product by us, our customer, or a third party, e.g., through installation, attachment, or installation, or have been further processed in any other way.

## **XII. Statute of Limitations**

1. The mutual claims of the contracting parties shall be subject to statutory limitations, unless otherwise determined below.
2. Deviating from § 438 Abs. 1 Nr. 3 BGB, the general limitation period for warranty claims is 3 years from the transfer of risk. If acceptance is agreed upon, the limitation period begins with acceptance. The 3-year limitation period also applies accordingly to claims arising from legal defects, whereby the statutory limitation period for claims for the surrender of objects by third parties (§ 438 Abs. 1 Nr. 1 BGB) remains unaffected; claims arising from legal defects do not expire in any case as long as the third party can still assert the right – especially due to the absence of limitation – against us.
3. The limitation periods of sales law, including the aforementioned extension, apply – to the extent of the law – to all contractual warranty claims. Insofar as we are entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods of sales law leads to a longer limitation period in individual cases.

## **XIII. Jurisdiction/Applicable Law/Final Provisions**

1. Deviations and additions to the contract require written form.
2. Our code of conduct for contractual partners is also an integral part of the contractual relationship (available at <https://www.in-tech.com/agb> ).
3. The place of performance is our registered office in Munich/Garching.
4. In commercial transactions, the place of jurisdiction is our registered office in Munich/Garching, including cases where the supplier has no domestic general jurisdiction,

has moved their domicile or habitual residence abroad after the conclusion of the contract, or at the time of filing the lawsuit, neither the domicile nor the habitual residence of the supplier is known. We are entitled to sue at the supplier's place of business. Priority legal provisions, especially regarding exclusive jurisdictions, remain unaffected.

5. The exclusive application of German law is agreed upon, and the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. In the case of different versions of the contract, the German version is authoritative.
6. If one or more of these conditions are or become invalid, the validity of the remaining conditions is not affected. In the event of the invalidity of one or more conditions, the parties are obligated to replace the invalid conditions with economically and legally equivalent conditions and to agree on their legal effectiveness.

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Ausgabe 12/2023