

**General Terms and Conditions of Purchase**  
**MIVISiO GmbH**  
version 09/2024

## **1. Exclusive scope of application**

These General Terms and Conditions of Purchase shall apply to all orders, purchases and other contracts including services (transactions) with the Contractor (hereinafter uniformly referred to as Supplier), unless expressly agreed otherwise by individual agreement. As far as these General Terms and Conditions of Purchase refer to deliveries, they also refer to services. The General Terms and Conditions of Purchase shall also apply to future transactions with the Supplier, even if we do not refer to these General Terms and Conditions' applicability respectively. The Supplier's general terms and conditions of business shall not apply, irrespective of whether they contradict or supplement these General Terms and Conditions of Purchase. This shall also apply if we unconditionally accept deliveries or services from the supplier in the knowledge of the supplier's general terms and conditions.

## **2. Order placement, call-off, order documents**

**2.1** To the extent that the supplier prepares offers or estimates of cost, these are provided to us free of charge.

**2.2** Each order placed by us (purchase orders, offers, declarations of acceptance, order confirmations), every call-off and their amendments and supplements must be in writing (e.g. by fax or e-mail).

**2.3** If the supplier does not accept an order in writing within two weeks, we shall be entitled to revoke it. In the case of existing orders, call-offs shall become binding at the latest if the supplier does not object in writing within two weeks of receipt.

**2.4** The supplier is obligated to request in due time the illustrations, sketches, drawings, plans and other documents (hereafter collectively referred to as documents) to be provided by us for the execution of the order.

**2.5** We reserve the property rights and copyrights to the documents provided by us in connection with the placing of the order. The documents may not be made accessible to third parties without our express consent in writing. After completion of the order, the Supplier must return them to us without being requested to do so; the production of copies is not permitted. No rights of use to the documents beyond the processing of the order are granted.

## **3. Requirements for the supplied goods or services, traceability**

**3.1** The material utilized by the supplier and the delivered goods must comply with our technical specifications. The supplier further warrants that the delivered goods comply with all environmental, safety, and other regulations applicable at the place of performance, even if the agreed place of performance differs from the place of performance Emmendingen/Baden specified in Clause 5.2 (place of receipt). In particular, the Supplier warrants that the delivered goods comply with all statutory safety regulations for toxic or otherwise hazardous substances and for substances requiring approval at the place of performance/the place of receipt.

**3.2** The supplier must ensure that all deliveries are REACH-compliant, i.e. in accordance with Regulation (EC) No. 1907/2006 in the version in force respectively. It is obliged to provide the necessary safety data sheets.

It is the responsibility of the supplier to fulfill any registration obligations and to ensure that the goods may be distributed at the place of performance or the place of receipt. If applicable, the supplier shall appoint an Only Representative within the European Community or the European Economic Area who shall fulfill the REACH obligations for importers. In deviation from Article 31 lit. b) and c) of the CISG and due to the provision in Clause 5.2, the supplier is therefore responsible for the import of the goods into the European Union or the European Economic Area.

If the delivered goods do not comply with REACH, the supplier shall indemnify us against all claims for damages by third parties and official sanctions (including any fines).

**3.3** All deliveries must be made in batches and marked separately (traceability).

## **4. Change of performance**

We reserve the right to determine changes or additions to the order, documents or specification at our reasonable discretion, provided that these changes or additions are reasonable for the supplier. If changes or additions lead to increases or decreases in costs (change in costs) or to changes in the delivery time or essential characteristics of the goods, the supplier must inform us of this without delay and submit a corresponding appropriate supplementary offer taking into account the change in costs.

## **5. (Partial) Delivery, Place of Performance, Delivery Times, Call-Off Period, Delay, Contractual Penalty, Packaging**

**5.1** The supplier is not entitled to make partial deliveries unless we have expressly agreed to them.

**5.2** The place of performance shall be Emmendingen/Baden or the location of receipt designated by us. Unless otherwise agreed, delivery shall be made at the Supplier's expense and risk "free Emmendingen/Baden or location of receipt designated by us", DDP (Incoterms 2020).

**5.3** The delivery times stated in our orders are binding. If the supplier can recognize that it will not be able to deliver on time, it must inform us of this immediately in writing, stating the reasons and the expected duration of the delay in delivery. Our rights arising from any delay in delivery shall remain unaffected.

**5.4** We are entitled to postpone the delivery for a period of time to the extent this is reasonable for the supplier. In this case, the delivery time (cf. Clause 5.3) shall be extended by the period of the postponement.

**5.5** Notwithstanding any other claims, we shall be entitled to claim a contractual penalty if the delivery is delayed; the contractual penalty shall amount to 0.1 % of the net order amount for each working day of delay, but not more than 5 % of the net order amount. Claims for damages shall be deducted from the contractual penalty.

**5.6** Irrespective of an earlier reminder or an equivalent request for payment, we shall be in default at the earliest thirty days after the due date and receipt of an invoice pursuant to Clause 7.2.

**5.7** The supplier shall carefully pack the goods at its own expense and in an environmentally friendly manner in accordance with the statutory provisions applicable at our place of business. Upon request, the supplier shall collect all packaging from the place of delivery or the location of receipt designated by us at its own expense.

## **6. Remedies, Liability, Statute of Limitations, Force Majeure**

**6.1** To the extent that we are entitled to demand supplementary performance, we may specify at our discretion whether the supplier has to deliver anew or cure the defects by repair. The supplier shall only be entitled to cure the non-conformities twice. The costs of supplementary performance to be borne by the supplier shall include in particular transport, travel, labour, e.g. sorting costs, costs for an incoming goods inspection exceeding the usual extent and material costs including installation and removal costs (necessary expenses).

The supplier shall also be obligated to bear the expenses required for the purpose of supplementary performance insofar as these are increased by the fact that the goods have been taken to a place other than the place of performance pursuant to Clause 5.2, unless this would not be reasonable for the supplier.

In the event of damage caused by defects or consequential damage caused by defects for which the supplier is responsible, the supplier shall indemnify us in full against claims by third parties, in particular also against claims arising from product liability, including the costs of a recall action, and in the event the supplier is liable jointly with us with us, on a pro rata basis. The indemnification obligation shall also apply if the supplier has assumed a guarantee.

As far as fault of the supplier is a prerequisite for its liability, the fault of its subcontractors or sub-suppliers is considered to represent a fault of the supplier.

**6.2** The duty to inspect incoming goods shall not commence until the goods have been received by us or by the location of receipt designated by us with a bill of delivery or bill of parcels.

The incoming goods inspection shall only be carried out by us with regard to obvious defects, transport damage and deviations in identity and quantity. We shall give notice of such defects within 10 days, calculated from the day following receipt of the goods in accordance with sentence 1. We shall give notice of hidden defects within 10 days as soon as they are discovered in the ordinary course of business (in particular during further processing or use).

In this respect, the supplier waives the objection of delayed notification of defects with regard to obvious and hidden defects.

**6.3** Our remedies are subject to a limitation period of three years. The limitation period shall commence with the delivery of the item to us or to the location of receipt designated by us. If the goods are redelivered or repaired in the event of supplementary performance, the limitation period shall recommence insofar as the identical cause of the defect is concerned.

The notification of non-conformities shall suspend the limitation period for liability claims, unless the Supplier refuses to negotiate the claim immediately after the notification of non-conformities.

**6.4** In cases of force majeure, acceptance of the delivery or service may be postponed for up to six months; in this case, we shall neither owe compensation nor be liable for storage costs. If it is not reasonable for us or the supplier to adhere to the contract, both parties shall be entitled to cancel the contract earlier. Force majeure is an external event, caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means by the utmost care reasonably to be expected in the circumstances and which is also not to be accepted because of its frequency. This also includes interruptions of operations through no fault of our own, such as fire, accident, the consequences of a pandemic or of warlike events, refusal to grant licenses or permits, prohibitions or measures of any kind on the part of an authority, as well as delays with regard to any provisions or deliveries for which we are not responsible.

## **7. Prices, terms of payment**

**7.1** The prices stated in our orders, offers, declarations of acceptance or order confirmations are binding.

**7.2** Invoices for which our complete order data (order number, order date) are missing shall not be due for payment until clarification or correction by the supplier. All invoices must comply with the requirements of German tax law.

**7.3** Payments shall be made in accordance with the conditions specified in the orders, declarations of acceptance or order confirmations. In the event of acceptance of early deliveries and services, the due date of payments shall be based on the agreed delivery or service date and receipt of an invoice in accordance with Clause 7.2.

**7.4** In addition to the receipt of a proper invoice in accordance with Clause 7.1, the receipt of goods or, in the case of work performance, their acceptance shall be required for the commencement of the payment period.

## **8. Retention of title**

We acknowledge the simple retention of title of the supplier. Title to the delivered goods shall pass to us upon full payment to the extent owed. Any extended or expanded retention of title by the supplier is excluded.

## **9. Duty of care in the supply chain**

The supplier shall ensure that, with regard to the goods which are produced, processed, stored and transported on our behalf, these measures are carried out

- a) at secure operating sites and at secure transshipment points,
- b) protected from unauthorized access by third parties,
- c) by reliable personnel, and
- d) that the Supplier, in the event that sub-contractors or sub-suppliers are engaged, informs them of the aforementioned safety standards and requires them to comply with them.

## **10. Limitation of set-off, limitation of a right of retention**

**10.1** The supplier may only set off with claims acknowledged by us, undisputed, legally established claims or claims that are in a reciprocal relationship with our claims.

**10.2** The supplier shall only be entitled to a right of retention in the case of claims acknowledged by us, undisputed, legally established claims or claims which are in a reciprocal relationship with our claims. The same shall apply to the defence of non-performance of the contract.

## **11. Jurisdiction, applicable law**

**11.1** All disputes arising out of or in connection with this contract or its validity shall be finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law.

**11.2** The arbitral tribunal shall be comprised of a sole arbitrator.

**11.3** The seat of the arbitration is Frankfurt am Main, Germany.

**11.4** The language of the arbitration shall be English. If the language of the negotiations was German, the language of the arbitration shall be German.

**11.5** The rules of law applicable to the merits shall be the substantive law of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG).