

GENERAL TERMS AND CONDITIONS FOR PURCHASING

1. Scope, general

- 1.1 These General Terms and Conditions for Purchasing (“General Terms and Conditions Purchasing”) apply to all business relations between Dr. Schenk GmbH Industriemesstechnik (“Dr. Schenk”) and its Contractors who are not consumers in the sense of § 13 BGB (“German Civil Code”). These General Terms and Conditions Purchasing apply to all contracts between Dr. Schenk and the Contractor with the subject of the delivery of goods (“Delivery”) and the provision of work or services (“Service”).
- 1.2 These General Terms and Conditions Purchasing apply exclusively. In case of a regulatory gap, the statutory requirements apply. Deviating, contrary or supplemental General Terms and Conditions of the Contractor will only become part of the contract to the extent that Dr. Schenk has explicitly agreed to same in writing.

2. Orders

The quotations of the Contractor are binding for the Contractor and free of charge to Dr. Schenk. Dr. Schenk is not obligated to accept the quotations. A binding acceptance by Dr. Schenk will occur in text format (“Order”).

3. Scope of Delivery/Service

- 3.1 The scope of Delivery/Service is derived from the agreed upon description of Delivery/Service.
- 3.2 Dr. Schenk has the right to request reasonable changes pertaining to the scope of Delivery/Service at any time. The Contractor will review the request for changes immediately and submit a revised quotation indicating any additional or reduced costs at fair market prices.
- 3.3 The Contractor transfers to Dr. Schenk the material ownership of all technical documentation that is necessary for the use, or which is subject to statutory requirements, as well as documentation required for service, operation and integration.
- 3.4 To the extent that the Contractor achieves the work results within the agreed upon scope of Delivery/Service, which are based on the construction drawings provided by Dr. Schenk, Dr. Schenk will – subject to deviating written agreement - receive an exclusive, irrevocable, transferable right of use unlimited with regard to content, place and time. This includes the right to copy, adapt and distribute. Dr. Schenk is granted a simple right of use to the extent described above for all other work results and the documents named in Number 3.3.

4. Prices and terms of payment

- 4.1 Unless otherwise agreed to in writing, the prices submitted by the Contractor in the quotation are fixed prices and include everything the Contractor is responsible for to fulfill his delivery/service obligation, particularly packaging, transport and insurance costs. Statutory VAT is not included.
- 4.2 Unless otherwise agreed to in writing, payment of the proper invoice is due either within 15 days from the receipt of the invoice with 3% discount or within 30 days from receipt of the invoice net.

5. Deliveries

- 5.1 Agreed delivery/service dates are binding. If the Contractor realizes that an agreed upon date cannot be kept, the Contractor must immediately notify Dr. Schenk indicating the reasons as well as the expected time of the delay.
- 5.2 Unless otherwise agreed to in writing, deliveries are made DDP (Incoterms 2020) to the delivery address specified on the order.
- 5.3 In case the Delivery is delayed for reasons attributable to the Contractor, Dr. Schenk has the right to claim a contractual penalty of 0.5% of the delivery value per week; however, no more than a maximum of 5% of the delivery value. The Contractor is entitled to present proof that Dr. Schenk has incurred a lower amount of damage or no damage at all. Dr. Schenk reserves the right to assert further claims.
- 5.4 The Contractor is obligated to specify the exact Dr. Schenk Order Number on the Contractor’s dispatch and delivery statement. Should the Contractor fail to do so, Dr. Schenk is not responsible for subsequent delays in processing.

6. Warranty

- 6.1 Dr. Schenk is obligated to inspect the goods for possible deviations in quality and quantity within a reasonable period of time. The complaint is deemed to be on time when it is received by the Contractor within 10 working days, counting from the receipt of the goods, or, in case of hidden defects, from the time of discovery. Dr. Schenk meets the inspection requirement when spot tests are performed.
- 6.2 Dr. Schenk is entitled to the statutory warranty claims without limitation. Regardless of same, Dr. Schenk has the right

- to select the type of supplementary performance, regardless of whether a purchase or service contract was concluded as well as
 - following a one-time written reasonable extended deadline, elect to rescind from the contract, reduce the purchase price and assert damages respectively, and
 - in urgent cases, rectify the defect themselves or have it rectified by a third party, and claim reimbursement from the Contractor for subsequently incurred costs.
- 6.3 The Contractor only has the right to refuse the type of remedy selected by Dr. Schenk if this will result costs that are out of proportion.
- 6.4 The Contractor ensures that the contractual use of deliveries or services provided by the Contractor by Dr. Schenk or its customers will not result in a violation of the rights of third parties.

7. Liability

- 7.1 The statutory liability regulations, specifically the regulations of the Product Liability Law, apply.
- 7.2 The Contractor ensures that the Contractor will comply with all applicable valid statutory regulations, specifically pertaining to labor, social and environmental standards, product safety, import control, conflict minerals and that the Contractor will obligate the Contractor's suppliers accordingly.
- 7.3 The Contractor is obligated to maintain liability insurance protection with proper coverage at conditions that are usual in the industry at the Contractor's own expense for the term of the contract including the statutory period of limitation and provide proof of such insurance coverage to Dr. Schenk upon request.

8. Statutory limitation

Claims by Dr. Schenk expire within the statutory period of limitation.

9. Ownership

- 9.1 A retention of title of the Contractor only applies to the extent that this pertains to Dr. Schenk's obligation to pay for the respective goods for which the Contractor retains the title. Specifically, expanded or extended retentions of title are prohibited. Dr. Schenk has the right to sell, process or mix the goods in the ordinary course of business.
- 9.2 The Contractor assures that the Contractor is authorized to transfer the ownership of the Delivery/Service.
- 9.3 To the extent that Dr. Schenk provides documents, drawings, tools to the Contractor, such remain the property of Dr. Schenk and must be deleted or returned to Dr. Schenk upon written request.

10. Termination

- 10.1 Dr. Schenk has the right to terminate the contract partially or entirely. In such case, Dr. Schenk is obligated to pay for all Deliveries/Services that have been rendered and provide reasonable compensation for any material that has been procured. Further claims by the Contractor are excluded.
- 10.2 Both parties have a right to termination without notice for important reason. Dr. Schenk may exercise this right particularly when a significant deterioration of the Contractor's financial situation occurs or in the event of a threat that such will occur and when this occurrence would result in jeopardizing the fulfillment of obligations toward Dr. Schenk. In this case, Dr. Schenk has the right to take over material and/or semi-finished products including any specific tools at reasonable conditions.

11. Applicable law and place of jurisdiction

- 11.1 These General Terms and Conditions Purchasing are subject to the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 The Parties agree on Munich as the exclusive place of jurisdiction for all disputes arising from this contract unless a different statutory place of jurisdiction is required by law.

12. Final provisions

- 12.1 The Contractor is not authorized to advise third parties of the business relationship or exhibit and/or publish delivery items without the prior written consent from Dr. Schenk.
- 12.2 If a provision of this contract is or becomes invalid or impracticable, the effectiveness of the remaining provisions will not be affected. However, the parties are obligated to replace the invalid or impracticable provision with another provision that most closely meets the intent of the economic result of the impracticable provision; the same applies in the case of a gap.
- 12.3 All changes and additions to this contract must be made in writing. Additionally, they require the explicit reference to this contract. This also applies to the elimination of the requirement for the written form.