

**HEIDOLPH SCIENTIFIC PRODUCTS GMBH –  
GENERAL TERMS AND CONDITIONS OF PURCHASE**

**1. Scope of Application; Deviating Terms and Conditions; Individual Agreements; Form; Delivery Schedules**

- 1.1 These General Terms and Conditions of Purchase ("GPC") apply to all business relationships with our suppliers and service providers ("Seller"). "Buyer" or "we" according to these GPC is Heidolph Scientific Products GmbH.
- 1.2 The GPC shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether the Seller manufactures the Goods itself or purchases them from suppliers. Unless otherwise agreed, the GPC in the version valid at the time of the Buyer's order shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.  
These GPC shall apply exclusively. Express and written agreements shall take precedence over these GPC. Deviating, conflicting or supplementary General Terms and Conditions of the Seller shall only become part of the contract if and to the extent that we have expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if we accept the Seller's deliveries without reservation in the knowledge of the Seller's General Terms and Conditions. The execution of an order shall be deemed as acceptance of our GPC even if the Seller has confirmed our order with deviating terms and conditions.
- 1.3 Individual agreements made with the Seller in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these GPC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.4 Legally relevant declarations and notifications by the Seller with regard 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, fax). Statutory formal requirements and further proof, in particular in the event of doubts about the legitimacy of the declarant, shall remain unaffected.

**2. Conclusion of Contract**

- 2.1 Our orders and delivery schedules are confirmations of our prior contractual negotiations with the Seller.
- 2.2 The Seller shall respond to our delivery call-offs and orders in writing within a period of 2 weeks or shall execute the order or the delivery call-off without any reservation, in particular by dispatching the Goods. If the Seller does not reject our order or our delivery call-off in writing within 2 weeks, our order or our delivery call-off shall be deemed accepted. We will refer to this fictitious approval in our orders and delivery schedules.

**3. Industrial Property Rights; Trade Secrets; Processing / Mixing / Combining; Means of Production; Gratuitous Custody; Retention of Title**

- 3.1 Drawings, designs, samples, manufacturing specifications, etc., which we have provided to the Seller for the purpose of submitting an offer or executing an order, shall remain our property and may not be used for other purposes, reproduced or made available to third parties. The Seller shall not be entitled to any remuneration against us for offers, design work or other preparatory work.
- 3.2 The Seller is obliged to treat all information in connection with the business relationship, in particular of a technical and economic nature, intentions, experience, knowledge, drafts and documents, including existing results, which become known to the Seller during the business relationship as confidential vis-à-vis third parties – even beyond the term of the business relationship – and not to make it accessible to third parties, to protect it from access by third parties and not to make it the subject of an application for its own industrial property rights. The previous obligations shall not apply to such confidential information which were already known to the Seller prior to its disclosure according to this agreement, which were independently developed or otherwise lawfully obtained by the Seller or which are or become generally known without breach of this agreement.
- 3.3 Any processing, mixing or combination (further processing) of items provided by the Seller shall be carried out for us. The same shall apply in the event of further processing of the supplied Goods by us, so that we shall be deemed to be the manufacturer and shall acquire ownership of the product at the latest upon further processing in accordance with the statutory provisions. The items provided shall be adequately insured against fire, theft and water damage.
- 3.4 Items provided may only be used for our orders. In the event of depreciation, loss or rejects, the Seller shall provide compensation. The Seller shall store the new or remodeled Goods with the care of a prudent businessman for us free of charge.
- 3.5 Models, matrices, templates, samples, tools and other production equipment which are paid for by us in full or in part shall become our property to the extent of the payment. The Seller shall keep and maintain for us production equipment which is our property because of our payment free of charge and shall insure it

adequately, at its own expense, against damage by fire, water and theft. At our request, models, matrices, templates, samples, tools and other production equipment must be handed over to us free of charge at any time.

- 3.6 Models, matrices, templates, samples, tools and other production equipment, as well as confidential data, trade secrets and confidential information (in particular pursuant to clause 3.2) provided to Seller by us or paid for by us in full may only be used with our prior written consent to perform deliveries to third parties.
- 3.7 The transfer of title to the Goods to us shall be unconditional and without regard to the payment of the price. If, however, in individual cases and in deviation from this clause, we accept an offer of the Seller for transfer of title conditional on payment of the purchase price, the Seller's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorized to resell the Goods in the ordinary course of business, even before payment of the purchase price, with advance assignment of the claim arising therefrom. This excludes all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.
- 4. Prices; Terms of Payment; Rights of Set-Off and Retention; Conditions of Assignment**
- 4.1 The price stated in the order is binding. The prices include delivery DAP according to Incoterms@2020, excluding statutory VAT.
- 4.2 Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Seller (e.g. assembly, installation) as well as all ancillary costs (e.g. import and export costs, proper packaging, transport costs including any transport and liability insurance).
- 4.3 The price stated in the order is due for payment within 14 days with a 3% discount on the net amount or within 30 days from complete delivery and performance (including agreed acceptance, if any) and receipt of a proper invoice. If we use bank transfer, our payment shall be deemed to have been made on time if our transfer order is received by our bank before expiry of the payment deadline; we shall not be responsible for processing times by the banks involved in the payment process. If we accept any premature deliveries, the due date of the payment shall be based on the originally agreed delivery date.
- 4.4 We do not owe any maturity interest. The statutory provisions shall apply to default in payment.
- 4.5 We are entitled to set-off and retention as well as the defense of non-performance of the contract to the extent provided by law. In particular, in the event of defective or deficient delivery or performance, we shall be entitled to withhold payment pro rata at our discretion until proper performance.
- 4.6 The Seller shall have no right to set-off or retention unless the counterclaim has been finally adjudicated, is ready for decision or is undisputed.
- 4.7 Without our prior written consent, the Seller is not entitled to assign his claims against us or to have them collected by third parties.
- 5. Packing; Insurance**
- 5.1 Unless otherwise agreed, deliveries shall be made DAP according to Incoterms@2020 to our company location specified in the order and the risk shall not pass to us until all obligations of Seller arising therefrom, from the order and from these GPC have been fulfilled.
- 5.2 Each delivery must be accompanied by a delivery note in which the delivery is to be precisely broken down according to type, quantity and weight. Delivery notes, freight letters, invoices and all correspondence must contain our order number and, if applicable, object designation. Data sheets, operating instructions, test certificates, approvals and other documentation must always be enclosed with the invoice or delivery note in the agreed formats and languages. Furthermore, the Seller shall – without prejudice to clause 8.7 – provide us with all documents required for export, import and transit or transport. If Seller does not comply with the provisions contained herein, we are not obliged to accept the delivery.
- 5.3 Unless otherwise agreed, the deliveries shall be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. The Seller shall take back the packaging and packaging materials at its own expense. Our specifications regarding the type of packaging, packaging material and labeling of the contents shall be complied with.
- 6. Delivery and Withdrawal**
- 6.1 The Seller is aware of the importance of compliance with the agreed delivery dates. Agreed delivery dates are therefore binding for the Seller. If a delay in delivery occurs or becomes apparent, we must be notified of this immediately in writing, stating the reasons.
- 6.2 Premature deliveries, as well as partial deliveries or over- and/or under-deliveries are not permitted, unless otherwise agreed – for instance for production-related reasons; we are entitled not to accept and to return such deliveries or

- to store them with us or third parties at the expense and risk of the Seller until the delivery date has been reached.
- 6.3 The Seller may claim force majeure only if Seller is not responsible for the event in question and had also taken appropriate precautions (selection and establishment of several suitable sub-suppliers, alternative production resources, etc.), which do not take effect in the intended way due to unforeseeable reasons. In case of impossibility only objective impossibility comes into consideration, disproportionate costs cannot be objected by the Seller, unless force majeure according to the previous provisions is given. In the event that we are temporarily or generally prevented from accepting or taking over delivery of the supplies and services because of force majeure or impossibility (which may also be given because of disproportionate costs on our part), we may invoke impossibility and withdraw from the contract. We shall then not owe any compensation.
- 6.4 Decisive for compliance with the delivery date is the fulfillment of all obligations by the Seller at the timely point in time. Otherwise, the Seller shall be in delay even without fault and, if the legal requirements are met, shall also be in default.
- 6.5 In the event of default, the Seller shall be obliged to compensate us for any damage caused by the default; this shall apply in particular to consequential damage, such as loss of profit, downtime costs, retooling costs, additional costs from covering purchases as well as increased costs for an accelerated shipping method which become necessary as a result of exceeding the deadline due to the default. If we claim damages, the Seller shall have the right to prove that it is not responsible for the breach of duty.
- 6.6 If the Seller fails to perform in due time, we may – after a period to be determined by us (which is dispensable if the Seller refuses to perform or if there is imminent danger or if setting a period is unreasonable for us) – withdraw from the contracts and agreements (also from other related deliveries and services or other transactions in which we have no longer any interest). We reserve the right to assert further statutory rights.
- 6.7 We have the right to (partially) withdraw from the contract with the Seller in the following situations – without prejudice to the statutory provisions and to clauses 6.3 and 6.6
- In cases of a significant deterioration in the economic circumstances of the Seller, in particular if sustained seizures or other enforcement measures are taken against him or if judicial or extrajudicial insolvency proceedings are opened, especially if the Seller has submitted an affidavit. Our right of withdrawal shall be limited to parts of the contract whose performance is affected by the aforementioned events, e.g. because a contestation of the Seller's performance towards us is threatening.
  - If the Seller breaches its duty of care with regard to the items owned by us (for example, those provided by us or transferred to our ownership in accordance with clause 3).
  - If our sales opportunities are lost. Our right of withdrawal shall be limited here to Goods not yet delivered to us by the Seller or manufactured / ordered for us. Goods shall be deemed to have been manufactured / ordered for us within the framework of successive contracts (e.g. quantity contracts, contracts with an extended call-off date of the Seller's performance) at the earliest when we have initiated a corresponding call-off of the order in the individual case. The Seller may prove that it has already manufactured / ordered the Goods for us by submitting suitable documents. The Seller undertakes not to manufacture / order Goods for us unnecessarily in stock, but with the shortest possible time interval to the expected or agreed call-off of the order ("**just-in-time manufacturing**").
- 7. Document Submission**
- 7.1 The Seller shall grant us, or a person commissioned by us and bound to secrecy vis-à-vis third parties, access to the relevant books or other documents / files during normal business hours for the purpose of enabling us to monitor compliance with the agreed just-in-time production. We will not exercise these inspection rights more frequently than annually, unless the behavior of the Seller gives cause for a more frequent inspection.
- 8. Legal Product Requirements; Obligation to Provide Evidence; Foreign Trade Obligations.**
- 8.1 The Seller is responsible for the marketability of the Goods within the European Economic Area ("EEA"). He shall comply with the relevant regulatory and statutory provisions in the version applicable at the time of delivery. In particular, he shall present the Goods in such a way that it is possible for us to manufacture marketable products from the Goods in accordance with the regulatory provisions. For this purpose, we shall inform the Seller about the intended use of the Goods.
- 8.2 The Seller is – to the extent permitted by law and not otherwise agreed between the parties – the manufacturer of the Goods within the meaning of the relevant standards and laws.
- 8.3 Notwithstanding clause 8.1 Seller shall in particular be responsible for ensuring that the delivered Goods, including custom-made Goods, as well as their packaging, comply with the relevant statutory provisions, the safety recommendations of the competent professional bodies or associations (VDE, DIN, TÜV, etc.) and the current state of the art as well as DIN, EN, ISO, VDE, VDI or equivalent (harmonized) standards and industry standards. The means of protection required by accident prevention regulations as well as any instructions of the manufacturer must be supplied.
- 8.4 Without prejudice to clause 8.1 Seller shall affix to the Goods, including custom-made Goods, as well as their packaging, the (product) markings and labels (such as CE marking, WEEE marking) required by law, as well as batch numbers, warnings and care instructions. If, due to the complexity of the Goods or for other reasons, certain rules must be observed when using, supplementing or maintaining the Goods in order to ensure the protection of the safety and health of persons, the Seller shall also enclose appropriate instructions for use.
- 8.5 Without prejudice to clause 8.1 Seller shall comply with the provisions of the law on substances, chemicals, environmental protection and occupational health and safety applicable at the time of delivery when delivering and manufacturing the Goods. If necessary, Seller shall supply the required accompanying documents (safety data sheets, etc.) at its own expense.
- 8.6 The Seller shall prove compliance with the requirements defined in the above clauses for the Goods in particular by means of test reports and/or marketability certificates from independent and accredited testing institutes at its own expense, unless we exceptionally waive such proof in writing or such proof is disproportionate in relation to the production costs as a whole.
- 8.7 Seller shall provide all relevant customs and export control data (cf. clause 5.2) at its own expense. Seller provides in particular and to the extent relevant or necessary for the respective customs or export procedure the following customs and export control data:
- Country of origin;
  - Customs tariff number (statistical commodity code);
  - Export list number (AL number) according to German export list or EU Dual-Use Regulation 2021/821
  - Export Control Classification Number (ECCN) according to US Export Administration Regulations (US EAR);
  - Information on US origin, also for individual parts/components of the material supplied;
  - Information on preference and preferential origin; and
  - Markings of other national export regulations.
- 8.8 Seller shall include the data defined in clause 8.7 on all delivery documents (such as packing slips and delivery bills), quotations and delivery contracts. Alternatively, Seller may provide a supplier confirmation for all materials delivered by it or a blanket declaration.
- 8.9 If there are changes in customs and export control data (see clause 8.7) for the Seller's goods, the Seller shall notify the Buyer separately and without being requested to do so.
- 9. Unsatisfactory Delivery / Service; Quality Inspection; Complaints; Supplementary Performance; Damages and Rescission**
- 9.1 The statutory rights and provisions shall apply in the event of material defects and defects of title of the Goods (including wrong delivery and short delivery as well as improper assembly, defective instructions regarding assembly, operating or use) and in the event of other breaches of duty by the Seller, unless otherwise provided below.
- 9.2 In accordance with the statutory provisions, the Seller shall be liable in particular for ensuring that the Goods have the agreed quality when the risk passes to us. In any case, those descriptions which – in particular by designation or reference in our order – are the subject matter of the respective contract or have been included in the contract in the same way as these GPC shall be deemed to be an agreement on the quality according to the sentence before. In particular, the drawing number with the technical amendment status ("Index") is indicated in our orders. The Seller is obliged to check the drawings available to it for compliance with the technical amendment status specified in the order.
- 9.3 The Goods shall conform to the specifications, drawings and other information set forth in the order and shall be inspected thereon by Seller prior to shipment.
- 9.4 We are not obliged to make special inquiries about any defects at the time of conclusion of the contract or to inspect the Goods. In partial deviation from Section 442 para 1 sentence 2 of the German Civil Code (BGB), we shall therefore also be entitled without restriction to claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.
- 9.5 The statutory provisions (Sections 377, 381 German Commercial Code (HGB)) shall apply to the commercial obligation to inspect and give notice of defects

with the following amendments: We shall inspect the delivered Goods. However, our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection under external examination including the delivery documents (e.g. transport damage, unsatisfactory and short delivery) or which are recognizable during our quality control in the random sampling procedure. Without prejudice to our other claims and rights in the event of deviation of the Goods from the agreed quality, we shall have the right to return the Goods in full or to subject the Goods to a full inspection at the expense and risk of the Seller. Defects or deviations which are outside the agreed quality shall result in rejection of the delivery.

- 9.6 Examination of and complaints regarding the delivered Goods do not have to be made immediately, but within a reasonable period of time due to testing procedures that may become necessary in some cases. Payment does not imply that the delivery has been in conformity with the contract, free of defects or faults.
- 9.7 Insofar as acceptance has been agreed, there shall be no obligation to inspect. Otherwise, it shall depend 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 shall remain unaffected. Notwithstanding our duty to inspect, our notice of defect shall be deemed to have been given without undue delay and in good time if it is sent within 14 calendar days of discovery or, in the case of obvious defects, of delivery.
- 9.8 If we have installed the defective Good in another item or attached it to another item in accordance with its type and intended use, the Seller shall be obliged, within the scope of subsequent performance, to reimburse us for the necessary expenses for removing the defective Good and installing or attaching the repaired or delivered defect-free Good. The Seller shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. Our liability for damages in the event of an unjustified request for rectification of defects shall remain unaffected; in this respect, however, we shall only be liable if we recognized or were grossly negligent in not recognizing that there was no defect.
- 9.9 Notwithstanding our statutory rights and the provisions in clause 9.6 following shall apply: If the Seller fails to meet its obligation to provide subsequent performance – at our option by remedying the defect (subsequent performance) or by delivering an item free of defects (replacement delivery) – within a reasonable period set by us, we may remedy the defect ourselves and demand reimbursement from the Seller of the expenses required for this purpose or a corresponding advance payment. If subsequent performance by the Seller has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need to be set; we shall inform the Seller of such circumstances without undue delay, if possible in advance.
- 9.10 Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to claim damages and reimbursement of expenses in accordance with the statutory provisions.

#### **10. Recourse against the Seller; 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 of the German Civil Code (BGB)) without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the Seller exactly the type of subsequent performance (subsequent performance or replacement delivery) that we owe to our customer in the individual case. Our statutory right of choice (Section 439 para 1 BGB) shall not be restricted hereby.
- 10.2 Before we acknowledge or fulfill a claim for defects asserted by our customer (including reimbursement of expenses pursuant to Sections 445 para 1, 439 para 2 and 3 of the BGB), we shall notify the Seller and request a written statement, briefly explaining the facts of the case. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is reached, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Seller shall be responsible for proving the contrary.
- 10.3 Our claims of recourse shall also apply if the defective Goods have been further processed by us or another contractor, e.g. by incorporation into another item.

#### **11. Product and Producer Liability**

- 11.1 If the Seller is responsible for product damage (for example, because the end product manufactured by us was defective because of a defective Good of the Seller), the Seller shall indemnify us against claims by third parties to the extent that the cause to the damage lies within the Seller's sphere of control and organization and the Seller itself is liable in relation to third parties.
- 11.2 Within the scope of its indemnification obligation, the Seller shall reimburse expenses pursuant to Sections 683, 670 of the German Civil Code (BGB) arising from or in connection with a claim by third parties including recall actions carried out by us. We shall inform the Seller about the content and scope of recall

measures – to the extent possible and reasonable – and give him the opportunity to comment. Further legal claims shall remain unaffected.

- 11.3 The Seller shall have product liability insurance with a lump sum coverage of at least EUR 5 million per personal injury / property damage in place.

#### **12. Limitation**

- 12.1 The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.
- 12.2 Deviating from Section 438 para 1 No 3 and Section 634 para 1 no 1 German Civil Code (BGB), the limitation period for claims for defects is 3 years. In the case of delivery of Goods, the limitation period shall commence upon delivery (if applicable, of the installed Goods) to our customer, at the latest 1 year after handover to us. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply accordingly to claims arising from defects of title, whereby the statutory limitation period for claims in rem of third parties for issue of Goods (Section 438 para 1 no 1 BGB) shall remain unaffected; in addition, claims arising from defects of title shall in no case become time-barred as long as the third party can still assert the right – in particular in the absence of a limitation period – against us.
- 12.3 The limitation periods of the law on sales including the above extension shall apply – to the extent provided 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 statutory limitation period (Sections 195, 199 BGB) shall apply to this, unless the application of the limitation periods of the law on sales leads to a longer limitation period in individual cases.
- #### **13. Place of Jurisdiction; Applicable Law; Reservation of Title of the Seller**
- 13.1 The law of the Federal Republic of Germany without the conflict of law rules shall apply to these GPC, to the contractual relationship between us and the Seller, as well as to each individual order. The UN Convention on Contracts for the International Sale of Goods is excluded.
- 13.2 The exclusive place of jurisdiction is Nuremberg, Germany. However, we are entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GPC or a prior individual agreement or at the general place of jurisdiction of the Seller.

#### **14. Final remark; severability clause**

Should one or more of the above provisions be or become invalid in whole or in part, this shall not affect the validity of the other provisions, which shall remain agreed and in force. The invalid provision shall be replaced by an effective one which most closely correspond to the intended economic purpose. The same shall apply if a gap requiring supplementation arises during the execution of the contract.

September 2024