

1. Scope of Application | Formal Requirements | Offers | General Terms and Conditions of Contractual Partners | Brochures

- 1.1. Any contracts whereby we acquire components for manufacturing our products shall be concluded exclusively based on these General Terms and Conditions of Purchase (GTCP), notwithstanding the nature of the legal transaction. The GTCP, if applicable, has priority over our General Terms and Conditions (GTC), which shall be applied in a subsidiary manner. The GTCP does not apply to legal transactions with natural persons who act in this transaction for a purpose that cannot be attributed to their professional or commercial activity. All our declarations within the scope of the GTCP, our declarations of intent, are therefore to be understood based on the GTCP and the GTC. Any deviations therefrom must be made in writing.
- 1.2. Oral promises, collateral agreements, etc. that deviate from the GTCP or other of our written declarations, those made by our employees or other assistants, are not binding on us.
- 1.3. General terms and conditions, terms and conditions of sale or delivery, etc. of our contractual partners are not binding on us, even if we have not expressly objected to their application.
- 1.4. The contents of the brochures, technical descriptions, etc. of our contractual partners which come to our knowledge shall be binding on them, unless expressly objected to in writing, addressed directly to us no later than the time at which we become aware of it.

2. Delivery

- 2.1. We deliver "Delivered Duty Paid" (DDP) in accordance with Incoterms 2020, the application of which is hereby expressly agreed unless otherwise stated in the GTCP, at our option to a destination to be named by us. We shall announce this destination at the latest with our notification that delivery is to be made at a specific time. If we do not specify a destination, then it will be our registered office.
- 2.2. If we are hindered from accepting a delivery due to circumstances for which we are not responsible, such as operational disruptions of any kind, strikes or lockouts in our company, or the effects of force majeure, we are released from any obligation to accept delivery and any associated obligations. We are entitled to withdraw from the contract without any liability for damages, should these apply. If we are foreseeably only briefly or temporarily hindered from accepting a delivery, we will accept it as soon as possible. We will inform our contractual partners of such circumstances as soon as possible.

3. Transfer of Risk

- 3.1. The transfer of risk shall be governed by the provisions of Incoterms 2020 for deliveries "Delivered Duty Paid" (DDP). If other delivery terms of Incoterms 2020 are agreed upon in individual cases, the transfer of risk is also governed by the rules for these delivery terms.

4. Terms of payment | Assignment | Offset

- 4.1. Invoices issued to us are due for payment within 90 days of receipt at the earliest. In the absence of more favorable payment conditions, we are entitled to deduct a discount of three percent of the invoice amount for payments made within 21 days, and a discount of two percent for payments made within 45 days. Insofar as we dedicate payments for a specific purpose, they are to be used exclusively for the purpose for which they were made or are to be returned to us immediately.

- 4.2. In the event of default in payment, we shall pay interest on arrears at the rate which our creditor would have to pay in the case of third-party financing or which they would lose as a result, but no more than the rate provided by law for the case of default. Further claims, such as in particular a claim to higher interest from the title of compensation for damages, cannot be asserted against us.
- 4.3. Costs and expenses incurred by our creditors because of reminders or collections, such as in particular the costs of a collection agency, lawyers' fees, court fees, etc. shall only be reimbursed by us to the extent provided for by law.
- 4.4. The offsetting of existing claims against our demands is not permissible unless those claims have been legally established or acknowledged by us in writing.
- 4.5. Our contractual partners are not entitled to transfer rights or obligations arising from an agreement with us, either individually or in their entirety, to third parties without our explicit, written consent. Even with our consent, a transfer is only effective against us or otherwise of significance, if we are informed thereto by our contractual partner.

5. Ineffectiveness of Retention of Title

- 5.1. All items delivered to us become our property at the latest upon their delivery to us, regardless of whether we completely fulfill or have already fulfilled our obligations towards our contractual partner, insofar as it is part of the legal transaction that we acquire ownership of these items.
- 5.2. If we process or work on the goods delivered to us before all our obligations have been fulfilled, our contracting party may not (therefore) acquire co-ownership of or retain title to the new item thus created.
- 5.3. We, generally and without exception, do not accept any declarations of our contractual partners and reject any agreements with them, according to which they reserve ownership rights or similar rights of control or disposal to items delivered by them for themselves or third parties.

6. Warranty | Compensation | Product Liability | Certificates | Product Safety | Properties | Insurance

- 6.1. We, generally and without exception, do not accept any declarations of our contractual partners or agreements with them, according to which our rights to warranty, compensation for damages, liability for defective products (product liability), or similar rights are limited in the event of defects of any kind in the goods delivered to us, including the delivery of shortages or wrong goods. We are not obliged to give (immediate) notice of defects. Upon request, our contractual partners must provide us (together with the goods delivered to us) with documents certifying that the goods delivered to us conform to the contract in terms of quality and quantity (e.g., test certificates, measurement reports, etc.). We are not obliged to inspect the goods delivered to us. Notwithstanding the foregoing, our rights to warranty, damages, liability for defective products (product liability) or similar rights shall be preserved. If, notwithstanding the foregoing, we are required in individual cases to inspect the goods delivered to us or to give notice of defects. We have a period of 14 days from delivery to do so.
- 6.2. Our rights to warranty, damages, liability for defective products (product liability), or similar rights expire at the earliest two years after the date on which the product manufactured by us using goods supplied by us was handed over to the end user. Longer statutory periods thereby remain unaffected.

- 6.3. We are entitled, but not obliged, to remedy defects of any kind in the goods delivered to us ourselves at the expense of our contractual partners, if necessary. In particular, if otherwise there is a risk of disruption to our production process for reasons of time. If necessary, we are entitled to do so without notice and without having to allow our contractual partners to remedy the defect. This also includes, for example, subjecting items delivered to us to a detailed, piece-by-piece inspection and eliminating items not in conformity with the contract. Our contractual partners also bear the costs of such measures.
- 6.4. Our contractual partners are obliged to supply us with goods of the same specification and quality (also in small quantities) for a period of at least three years (from delivery to us) upon request (regardless of the existence of any warranty claims, claims for damages, product liability claims or similar claims). If we are not entitled to do so free of charge, the originally agreed prices shall apply to such subsequent deliveries, considering any depreciation or appreciation in value that may have occurred and any increases in productivity achieved by our contractual partners.
- 6.5. Our products shall meet all requirements to be placed on the market worldwide. Our contractual partners must provide us with the best possible support in obtaining the certificates (conformity certificates) required for this purpose. Costs incurred by our contractual partners in this connection shall only be reimbursed by us if an explicit written agreement has been made in this respect before they are incurred.
- 6.6. Our contractual partners are obliged to observe and comply with the requirements and rules of the Directive of the European Parliament and of the Council of 3rd December 2001 on general product safety 2001/95/EC, OJ No. L 11 of 15th January 2002 and all national regulations implementing this Directive (e.g. in Austria the Product Safety Act 2004, BGBl I 2005/16 in the respective applicable version) and to support us to the best of their ability in ensuring that we are also able to meet our obligations resulting therefrom. This also applies to any regulations that amend, supplement, or replace this Directive.
- 6.7. Our contractual partners are obliged to observe and comply with the provisions of the Directive of the European Parliament and of the Council of 8th June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment (2011/65/EU, OJ No. L 174 of 1.7.2011) all national regulations implementing this Directive, and to support us to the best of their ability in ensuring that we are also able to meet our obligations resulting therefrom. This also applies to any regulations that amend, supplement, or replace this directive.
- 6.8. Our contractual partners are obliged to take out and maintain insurance sufficient for our possible rights to compensation or liability for defective products (product liability), or support and reimbursement of costs in connection with product recalls or similar rights, namely with a sum insured of at least EUR 3,000,000.00 and to prove this to us in writing upon request, namely using corresponding confirmations of the insurer. Upon conclusion of a specific supply agreement with us, at the latest upon delivery of goods to us, our contractual partners shall assign to us their claims for payment and coverage from the insurance relationship up to the amount of the claims existing against our contractual partners as security for our claims and shall notify their insurer thereto in writing upon our request.

7. Child Labor | Job Security

- 7.1. Our contractual partners are prohibited from using child labor or forced labor. They must ensure that their suppliers also do not use child labor or forced labor, either directly or indirectly.
- 7.2. Our contractual partners are obligated to comply with the provisions on workplace safety and the locally applicable labor law applicable to them and their production sites and to ensure that their suppliers, whether direct or indirect suppliers, also comply with these provisions.



8. Severability Clause

8.1. Should individual provisions of the GTCP be or become invalid or unenforceable in whole or in part, this does not affect the validity of the remaining provisions of the GTCP.

9. Jurisdiction | Place of Performance | Choice of Law | Language

- 9.1. For all disputes arising from and in connection with contracts concluded by us, the exclusive jurisdiction of the court having subject-matter jurisdiction for the place of our registered office is agreed. We reserve the right to choose another place of jurisdiction provided for by law for actions against our contractual partners.
- 9.2. Our contractual partners shall fulfill the contracts concluded with us at our registered office. This shall not apply to deliveries if a different destination has been specified as such.
- 9.3. The law applicable at our registered office shall apply, excluding the reference norms of international private law and excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 9.4. Only the German version of the GTCP is binding; translations thereto, the English version, are for convenience only. In case of differences between the German version and translations thereto, the German version shall prevail.

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