

AED Automation GmbH, 89160 Dornstadt
GENERAL PURCHASING CONDITIONS

1 Contract Formation

1.1 We place orders on the basis of our General Purchasing Conditions. Other conditions shall not become part of the contract even if we do not expressly object to them. Acceptance of delivery or performance without express objection shall in no case be construed as acceptance of the supplier's delivery conditions.

1.2 If the supplier does not accept the order within two weeks of receipt, we are entitled to withdraw.

1.3 Quotations must be submitted without obligation and free of charge.

1.4 Contracts of all kinds, as well as amendments and supplements thereto, must be in writing. Verbal agreements are only binding upon us if confirmed by us in writing.

1.5 Services rendered or deliveries made without a written order will not be accepted.

1.6 All correspondence is to be conducted with the ordering purchasing department. Agreements with other departments that would alter points established in the contract require the express written confirmation of the purchasing department in the form of an addendum to the contract.

2 Prices, Dispatch, Packaging

2.1 Agreed prices are fixed prices. Changes due to subsequent increases in any costs, taxes, or similar are excluded.

2.2 Costs for packaging, freight, and transport to the delivery address or point of use specified by us are included in these prices.

2.3 If no price is established at the time of ordering, the supplier's current list price less customary trade discounts shall apply. This price must be stated at the latest with the order confirmation. If AED AUTOMATION does not object within 10 working days, the price is deemed approved.

2.4 The manner of price quotation does not affect the agreement on the place of performance.

2.5 Dispatch is at the supplier's risk. The risk of any deterioration, including accidental loss, remains with the supplier until delivery to the shipping address or point of use specified by us.

2.6 Packaging costs and packaging rental fees, where invoicing has been exceptionally agreed, shall be charged to us at cost price.

3 Invoicing, Delivery Dates, and Payment

3.1 Invoices must be sent to us in a single copy at the time of shipment, but separately from the goods. The order number and order date must be stated on every invoice.

3.2 Settlement of an invoice does not constitute a waiver of the right to give notice of defects regarding the invoiced goods. In the event of defective delivery, we are entitled to withhold payment on a pro-rata basis until proper fulfilment.

3.3 The agreed delivery date is binding. Compliance with the delivery date or period is determined by the receipt of the goods at the receiving or point-of-use location designated by us, or by timely successful acceptance.

3.4 If an agreed delivery date cannot be met, this must be communicated to us in writing without delay, stating the reasons and the expected duration of the delay.

3.5 In the event of delay, we may deduct 0.5% of the order value per week of delay, up to a maximum of 5% of the purchase price, as a penalty for exceeding the delivery time without special proof of damage. No reservation of the right to claim a penalty upon acceptance of a late delivery is required. Acceptance of a late delivery does not constitute a waiver of further rights and claims.

3.6 The supplier is obliged to compensate us for all direct and indirect damages resulting from delay.

3.7 If agreed deadlines are not met for reasons attributable to the supplier, we are entitled, after expiry of a reasonable grace period set by us and without prejudice to further claims, at our discretion, to demand compensation for non-performance, to procure a substitute from third parties, or to withdraw from the contract.

3.8 Force majeure and industrial disputes shall relieve AED AUTOMATION of its performance obligations for the duration and to the extent of the disruption. We undertake, within reasonable limits, to provide the necessary information to our contractual partners and to adapt our obligations to the changed circumstances in good faith. In particular, we are released from our obligation to accept the ordered delivery/service in whole or in part, and are entitled to withdraw from the contract if the delivery/service is no longer usable by us due to the delay caused by force majeure or industrial disputes, taking economic considerations into account.

3.9 In the event of delivery earlier than agreed, we reserve the right to return the goods at the supplier's expense. If early delivery is not returned, the goods shall be stored at AED AUTOMATION at the supplier's expense and risk until the agreed delivery date.

3.10 Partial deliveries are accepted only upon express agreement. In the case of agreed partial shipments, the scope of delivery and the remaining outstanding quantity must be stated.

4 Guarantee and Warranty

4.1 The supplier guarantees and warrants that all items delivered and all services rendered by it comply with the latest state of the art, applicable legal regulations, and the provisions and guidelines of authorities, trade associations, and professional associations. In particular, compliance with all relevant EC Directives and the resulting labelling, documentation, and certification is required. Documents required by these directives must be submitted with the delivery without further request.

4.2 If deviations from these requirements are necessary in individual cases, the supplier must obtain our written consent. The supplier's guarantee and warranty obligations are not affected by such consent. If the supplier has reservations about the type of execution desired by us, it must notify us in writing without delay.

4.3 Apparent defects in the delivery/service will be reported to the supplier in writing without undue delay as soon as they are identified in the course of proper business operations, but no later than within 14 days of delivery.

4.4 Defects in the delivery/service notified during the guarantee/warranty period — including failure to achieve guaranteed values and absence of assured properties — must be remedied by the supplier promptly and free of charge upon request, including all ancillary costs, at our discretion, by repair or replacement of the defective parts.

4.5 Further statutory claims, in particular claims for rescission, reduction in price, substitute delivery, and/or damages, remain unaffected.

4.6 If the supplier culpably fails to fulfil its guarantee/warranty obligation within a reasonable period set by us, we may take the necessary measures ourselves or have them taken by third parties at the supplier's expense and risk, without affecting the supplier's guarantee/warranty obligations. In urgent cases, we may, after consultation with the supplier, carry out the remedial work ourselves or have it carried out by a third party. Minor defects may — in fulfilment of our duty to mitigate — be remedied by us without prior consultation, and the costs charged to the supplier, without affecting the supplier's guarantee/warranty obligations. The same applies when unusually high damages are imminent.

4.7 If the guarantee/warranty period is not separately agreed, it shall be 12 months, unless a longer statutory guarantee/warranty period applies. This also applies to multi-shift operation. The period commences upon handover of the delivery item to us or to the third party designated by us at the receiving or point-of-use location specified by us.

4.8 For fixtures, machines, and systems, the guarantee period commences on the acceptance date stated in the written acceptance declaration of our purchasing department.

4.9 If we are held liable for violation of official safety regulations or under domestic or foreign product liability rules or laws due to a defect in our product attributable to goods supplied by the

supplier, we are entitled to claim compensation from the supplier to the extent that it is caused by the products delivered by the supplier. This damage also includes the costs of a precautionary product recall.

4.10 The supplier shall mark delivery items in such a way that they are permanently identifiable as its products. The supplier must implement quality assurance appropriate in type and scope to the current state of the art and demonstrate this upon request. The supplier will, where we deem it necessary, conclude a corresponding quality assurance agreement with us. In addition, the supplier shall insure itself against all product liability risks in an amount to be agreed and submit the insurance policy to us upon request.

4.11 The supplier warrants that the use of the goods it has supplied will not directly or indirectly infringe any domestic or foreign intellectual property rights or other rights not enjoying special statutory protection. The supplier shall indemnify us and our customers from all claims arising therefrom.

4.12 Upon request, the supplier shall disclose the use of published and unpublished proprietary and licensed intellectual property rights and applications for intellectual property rights relating to the delivery item.

5 General Provisions

5.1 Should individual provisions of these General Purchasing Conditions be legally invalid, the validity of the remaining provisions shall not be affected. In place of an invalid provision, the valid rule whose economic content comes closest to the invalid provision shall be deemed agreed.

5.2 The supplier is obliged to comply with the laws of the applicable legal system(s). It shall not participate, actively or passively, directly or indirectly, in any form of bribery, violation of the fundamental rights of its employees, or child labour. Furthermore, it shall take responsibility for the health and safety of its employees in the workplace, comply with environmental protection laws, and promote and enforce compliance with this code of conduct among its suppliers to the best of its ability. The supplier undertakes to comply with the OECD Guidelines and Section 1502 of the Dodd-Frank Act, which aims to prevent the use of minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo (DRC) or adjacent countries ('conflict minerals'). If the supplier culpably breaches these obligations, AED AUTOMATION is entitled, without prejudice to further claims, to withdraw from or terminate the contract.

5.3 The supplier undertakes to keep confidential all non-obvious commercial and technical details that become known through the business relationship.

5.4 Drawings, models, templates, samples, and similar items may not be made available or otherwise accessible to unauthorised third parties. Reproduction of such items is only permitted within the scope of operational requirements and copyright provisions. Sub-suppliers must be bound accordingly.

5.5 Suppliers may only advertise their business relationship with us with prior written consent.

5.6 The supplier is not entitled to pass the order on to third parties without our prior written consent.

5.7 Without our prior written consent, which shall not be unreasonably withheld, the supplier is not entitled to assign its claims against us to third parties.

5.8 Place of performance and place of jurisdiction is Ulm. We may also, at our discretion, sue the supplier at the court having local jurisdiction over the supplier's registered office.

5.9 We store data in the context of our mutual business relationship in accordance with the General Data Protection Regulation (GDPR).

5.10 The law of the Federal Republic of Germany shall apply exclusively, with the exception of uniform sales law conventions, unless otherwise agreed.

5.11 Should a provision of these terms and conditions or the contract be invalid under mandatory foreign law, the supplier shall, upon request, agree with us on such contractual supplements and make such declarations to third parties or authorities as are necessary to ensure the validity of the

affected provisions and, where this is not possible, their economic substance under foreign law as well.