

General Terms and Conditions of Purchase for Contracts for Sales, Work, and Manufacture and Supply (Terms and Conditions)

1 Validity of the Customer's conditions

These General Terms and Conditions of Purchase (Terms and Conditions) are the basis for all orders and apply exclusively for all business relationships with business partners and suppliers (Contractor). Conflicting or supplementary conditions of the Contractor are rejected. They shall only apply if the Customer has expressly agreed to them or to parts thereof in writing. Our Terms and Conditions also apply if we unconditionally accept the Contractor's delivery notwithstanding our knowledge of conflicting or deviating conditions of the Contractor. Our Terms and Conditions shall also apply for all future business with the Contractor.

2 Order of priority

The following order of priority shall apply for the type and scope of the mutual services:

- The provisions of the order
- Framework agreement, if applicable
- These General Terms and Conditions of Purchase
- The technical specifications in accordance with the order letter
- The Customer's general specifications and standards
- General standards

3 Offer

In the offer, the Contractor must keep strictly to the specifications and wording of the request. Deviations are to be explicitly pointed out. The quotation must be made free of charge.

4 Orders

Orders are required to be in writing. Text form includes communication by fax or email, provided that the issuing company and the issuing person are clearly identifiable. Verbal side agreements to the order are only binding if the Customer confirms them in writing. This also applies for subsequent amendments and additions. Orders are effective without personal signature.

The contents of the order are to be confirmed in writing by the Contractor within 3 working days. An amended acceptance shall be considered a new offer and invariably requires acceptance by the Customer. The same applies if the acceptance contains additions, restrictions or other alterations.

In any correspondence, the order number, the contact person (Customer) and, if applicable, the framework order number must be quoted. If on-demand delivery is agreed in other agreements, e.g. framework agreements, delivery must take place immediately on demand.

5 Supplies

The Contractor is liable to the Customer for loss or damage to goods supplied. The materials supplied by the Customer shall be processed and finished in the Customer's orders and remain the property of the Customer during the processing and finishing stage. If the item supplied by the Customer is inseparably combined with other items that do not belong to the Customer, the Customer shall acquire co-ownership to the new item in proportion of the value of the reserved item to the other combined items at the time of mixing. Should the items be combined together in such a way that the Contractor's item is considered the main item, it is agreed that the Contractor shall assign co-ownership to the Customer on a pro-rata basis; the Contractor shall preserve either sole or co-ownership for the Customer.

6 Subcontractors

The Contractor may not transfer its obligations from the contract either in whole or in part to other parties or pass on services and work assigned to it to other companies without the prior written consent of the Customer. This also applies for services for which the Contractor's business is not set up.

In the event of written consent from the Customer, the Contractor must impose all obligations, which it has undertaken with respect to the Customer, on the subcontractors regarding the tasks undertaken by them and ensure their compliance.

7 Execution, environmental protection, safety and quality

The delivered items must correspond to the current state of the art, particularly the EC directives applicable in Europe, European standards and additional applicable national standards and technical specifications (EN, VDE, VDI etc.) as well as the statutory provisions on product safety (in particular the Product Safety Act). The Contractor must take into account generally accepted industry practice and the current statutory and official provisions as well as the Customer's company rules and provisions.

The Contractor shall further ensure that the products delivered by it correspond to the provisions of Regulation (EC) No 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH Regulation") as well as EU Directive 2011/65/EU ("RoHS Directive") on the Restriction (of the use of specific) Hazardous Substances in the current version.

The Contractor shall ensure that the products supplied by it do not contain any substances on the so-called Candidate List pursuant to Article 59(1) and (10) of the REACH Regulation. The Contractor undertakes to inform the Customer immediately in writing if products supplied by it contain any substances on the Candidate List, regardless of the reason; this applies particularly in the case of expansion/amendment to the Candidate List. The Contractor shall specifically name the particular substances and shall disclose the proportion by percentage weight as exactly as possible.

If hazardous substances are supplied, the product information, particularly safety data sheets, are to be passed on to the Customer in good time before the delivery.

8 Prices/Invoices

The prices stated in the order are fixed prices inclusive of all deductions and surcharges, plus statutory VAT.

Invoices can only be processed by the Customer if these comply with the information required in accordance with the provisions under section 4, paragraph 3. In the event of non-compliance with this obligation, the Contractor is responsible for the resulting consequences insofar as it does not provide evidence that it is not to blame for it. Invoices are to be sent in PDF format to purchasing@nanotec.de. Only one invoice/PDF may be provided. No special characters may be used in the subject field or in the file name.

The Customer is due offsetting and retention rights to the extent permitted by law.

9 Payment terms

If no special written agreement is made, payment shall be made within 14 days with 3 % discount and within 30 days net; payment method at the Customer's option. The time limit shall start from the date on which both the invoice and the goods are received by the Customer or the services performed. Payments made do not imply unreserved acceptance of the goods and are subject to invoice verification.

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10 Delivery/Delivery deadline/Default in delivery

The delivery time specified in the order is binding. The Contractor is obliged to inform the Customer immediately in writing if circumstances arise or become apparent, which mean that the stipulated delivery time cannot be met.

In the event of a delay in delivery, the Customer is entitled to demand flat-rate damages amounting to 0.5% of the delivery value per completed week, but no more than 5%; further statutory claims (withdrawal and compensation for damages in lieu of performance) are reserved. The Contractor has the right to prove to the Customer that no or substantially less damage has arisen as a result of the delay.

11 Shipment

The shipping of goods shall take place at the cost and risk of the Contractor to the shipping address specified by the Customer. This also applies in the event that the Customer returns defective goods. The Customer must select the least expensive transport option provided that the Customer has not expressly stipulated specific transport regulations. Packaging of the goods shall take place at the cost of the Contractor unless absorption of packaging costs by the Customer is expressly agreed. Deliveries are to be packaged in such a way as to avoid transport damage. Besides the shipping address, the order details are to be quoted in the transport documents pursuant to section 4, paragraph 3. The Contractor shall bear costs arising due to misrouting of deliveries provided that it undertakes the transport or is responsible for misrouting the transport. The Contractor is only entitled to effect partial deliveries/services with the written consent of the Customer. Returning the packaging shall require a separate agreement.

12 Transfer of risk

Risk shall only transfer to the Customer after the deliveries/services are handed over to the Customer or are accepted by it.

13 Claims for defects

The Customer is entitled to full statutory claims for defects. The Customer can request, at its option, removal of the defect or delivery of a defect-free item or manufacture of a new product as supplementary performance. The supplementary performance shall take place in agreement with the Contractor, taking into consideration the interests of the Customer's company. The right to compensation for damages, particularly compensation for damages in lieu of performance, remains reserved.

The limitation period for claims for defects shall be extended by the time between notification of the defect and remedy. If the delivery/service item is delivered again, wholly or partially recalled or replaced, the limitation period for claims for defects shall begin again for the newly delivered, replaced or wholly or partially repaired article/item or relevant subcomponents upon delivery/acceptance.

The Customer is entitled to carry out remedy of defects itself at the Contractor's cost if there is risk in delay or there is special urgency. The limitation period shall be 36 months from the date of transferring the risk. Longer statutory limitation periods remain unaffected.

14 Notification of defects

On delivery of goods, which the Customer must inspect pursuant to Section 377 HGB (German Commercial Code), the deadline for inspection and notification of an obvious defect in the goods amounts to 2 weeks from receipt of the delivery. The notification period for hidden defects amounts to 2 weeks from discovery of the defect. Signing of a delivery note regarding quantities, weights, and measurements as well as contractual compliance of the goods handed over does not imply acknowledgment of contractual compliance and values.

15 Prohibition of assignment

Assignments as well as other transfers of rights and duties of the Contractor beyond the scope of application of Section 354 HGB are excluded; exceptions require the written consent of the Customer to be effective.

16 Termination

The Customer is entitled to withdraw from the contract if the use of the ordered goods is impossible or economically impeded to a significant degree due to labor strikes, interruption of operations, accidents, warlike events, similar incidents or force majeure. If a contracting party ceases its payments or if an insolvency proceeding is requested concerning its assets, the other party is entitled to withdraw from the non-fulfilled part of the contract.

17 Rights of use and property rights/product liability

The Customer may use the contractual item in its business without restriction, including the underlying patent and other property rights. The Contractor guarantees that no rights of third parties within the Federal Republic of Germany are violated in connection with its delivery or by the delivery.

If the Contractor is responsible for product damage, it is obliged to exempt the Customer from claims for damages asserted by third parties on first request, insofar as the cause is within its domain and organizational area and it is personally liable to third parties.

The Contractor is also obliged, pursuant to Sections 683, 670 BGB (German Civil Code), to refund any costs arising from or in connection with a recall action carried out by the Customer or other remedying or preventative measures. Where possible and reasonable, the Customer shall inform the Contractor of the content and scope of the measures to be taken and give it the opportunity to respond. The Contractor waives any objection to the limitation period in this respect, unless the Customer for its part can invoke the limitation period with respect to the claimant.

The Contractor undertakes to maintain a product liability insurance with coverage of at least 5 million euros as a lump sum per personal/material damage. Further claims for damages by the Customer remain unaffected.

18 Confidentiality/Data protection

The Contractor is obliged to treat all pictures, drawings, calculations, and other documentation and information that it receives in the strictest confidence. They may only be disclosed to third parties with the express consent of the Customer. The confidentiality obligations also apply after the completion of the orders; they shall cease if and insofar as the manufacturing knowledge contained in the pictures, drawings, calculations, and other documentation has become generally known.

19 Publication

An evaluation or disclosure of the business relationships existing with the Customer in publications or for advertising purposes is only permitted with the express prior written consent of the Customer.

20 Place of jurisdiction/contract language/applicable law

If the Contractor is a business person within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the Customer's registered office shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The Customer is also entitled to take legal action before the competent court at the Contractor's registered office.

The language used in the agreement and correspondence shall be German. German law shall apply to the exclusion of the Hague and Vienna Sales Conventions.

21 Partial invalidity

Should individual provisions of these Terms and Conditions be or become invalid or infeasible, the contract as a whole and the remaining provisions of these Terms and Conditions shall remain effective. The contracting parties are obliged to replace the invalid/infeasible provisions from the start of the invalidity/infeasibility with the most economically equivalent provision, taking into consideration the interests of both parties. The same applies for loopholes.

Effective as of 2019/01/08