



## General Terms and Conditions of Purchase of Senseca Group

(as of January 2024)

### § 1 General - Scope

1. Our Terms and Conditions of Purchase will apply exclusively; we do not recognise any terms and conditions from our suppliers that conflict with or deviate from our Terms and Conditions of Purchase, unless we have expressly agreed to their validity in writing.

However, we agree to simple retention of title by the supplier until payment of the respective delivery.

With the first delivery on the basis of these Terms and Conditions of Purchase, the supplier also recognises the respective current version of the terms and conditions as being agreed for all further contractual relationships.

Our Terms and Conditions of Purchase will also apply if we accept the supplier's delivery without reservation, in full knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

2. Our Terms and Conditions of Purchase will only apply to entrepreneurs within the meaning of para. § 310 (1) of the German Civil Code [BGB].
3. Our Terms and Conditions of Purchase will also apply to all future transactions with the supplier.

### § 2 Offer, acceptance / order and scope of delivery

1. Delivery contracts, orders and acceptance, delivery call-offs as well as amendments and supplements to them must be in written form. Our orders, delivery call-offs as well as changes and supplements to them, may also be made by remote data transmission of machine-readable data media or by electronic means.

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As a matter of principle, we will be bound by our order for a period of four weeks. We are entitled to revoke our order once this period expires. Claims from the supplier based on a valid revocation are excluded.

2. In the event of acceptance, the supplier must confirm the order in writing, stating the item number for the order and a description of the item. Orders or call-offs will become binding, at the latest if the supplier does not object in writing or by electronic means within one week of receipt.
3. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made available or provided to third parties without our express consent. They must be used exclusively for checking our order documents, or for production based on our order; after processing the order or in the event of a contract not being concluded, they must be returned to us without our requesting this. They must be kept confidential and secret with regard to third parties. In particular, the provisions of § 11 of these General Terms and Conditions of Purchase will additionally apply.
4. The supplier may only award subcontracts with our consent.
5. Goods or components of goods which are not listed in the order, but which are essential for safe and efficient operation of the goods shall be deemed to be constituent parts of the delivery item, and will be owed by the supplier, together with it.
6. If the delivery item contains software, we will be granted the right to use the software throughout our company, to reproduce it at will and to transfer it together with the delivery item to third parties worldwide, against payment or free of charge without any special remuneration or payment. We shall be entitled to retranslate software for maintenance and further development purposes.

### **§ 3 Prices - Terms of payment**

1. The price stated in the order is binding. Unless otherwise agreed in writing, prices include delivery "free to the door", the cost of transport, insurances and packaging

as well as any customs clearance required. Furthermore, risk does not transfer to us nor does fulfilment occur until acceptance of delivery at our business premises. In the absence of a special agreement, packaging must be returned at the supplier's expense or will otherwise require a special agreement.

2. Statutory Value Added Tax has not been included in our prices.
3. Unless otherwise agreed, payment must be made within a target of 14 days after receipt of goods in accordance with the contract and after receipt of a proper and verifiable invoice, less 2% discount or 30 days net. In the case of accepting early deliveries, the due date for payment will be based on the agreed delivery date. Payments will not be deemed to be a waiver of any possible defect notices and will not constitute acknowledgement of performance in accordance with the contract.
4. Invoices must be sent on the day of despatching goods. We can only process invoices if these state the order number, item number and description shown there - in accordance with specifications in our order. The supplier is responsible for all consequences arising from non-compliance with this obligation.
5. Without our prior written consent, which may not be unreasonably withheld, the supplier is not entitled to assign its claim against us or to have it collected by a third party. However, we agree to advance assignment, in the event of extended retention of title.
6. We will be entitled to off-setting rights and rights of retention, to the extent provided for in law.

#### **§ 4 Delivery dates and deadlines, delivery time, delay and force majeure**

1. Delivery dates and deadlines are binding. If delivery "free to the door" has been agreed, the supplier must provide the goods in good time, taking into account the remaining time for loading and dispatch. Receipt of goods by us will be decisive, for keeping to the delivery date or the delivery period.
2. The supplier is obliged to inform us in writing without delay, if circumstances occur or if a supplier becomes aware of circumstances, which indicate that

conditions of the delivery period cannot be met. This information does not release the supplier from its original delivery obligations. In the event of breaching this obligation, we will be entitled to compensation from the supplier for damages resulting from this. In the event of earlier delivery than agreed, we reserve the right to return goods at the supplier's expense. If goods are not returned in the case of early delivery, goods will be stored until delivery date at the supplier's expense, and under the supplier's risk. We will only accept partial deliveries after express agreement. In the case of agreed partial deliveries, residual quantities must be listed.

3. In the event of delivery delay, we are entitled to demand lump-sum damages amounting to 0.2% of the gross delivery value per day of delay, but not more than a total of 10%; we reserve the right to assert further statutory claims (withdrawal and damages in lieu of performance). The supplier is entitled to prove to us, that no damages or significantly reduced damages have been incurred as a result of delay. In the latter case, we may demand compensation for damages actually incurred. Acceptance of delayed delivery does not constitute a waiver of claims for damages and lump-sum compensation.
4. For quantities, weights and dimensions as well as quantities delivered, values determined by us during our goods inward inspection will be authoritative, subject to proof to the contrary.
5. Force majeure, industrial disputes, operational disruptions or breakdowns, disorder, rioting or civil unrest through no fault of our own, unrest, official measures and other unavoidable events entitle us - without prejudice to our other rights - to withdraw from the contract in whole or in part, insofar as they are not of insignificant duration and result in a significant reduction in our requirements.

## **§ 5 Packaging, proof of origin, labelling**

1. Unless otherwise agreed, goods to be delivered will be packaged in a customary and appropriate manner in recyclable, unmixed materials or, at our request, will

be provided with special packaging according to our instructions. The supplier will be liable for damages resulting from inadequate or defective packaging.

2. At our request, the supplier is obliged to provide us with legal declarations required for customs officials of the origin of goods, and in good time. The supplier will be liable for all disadvantages incurred by us as a result of improper or delayed supplier declarations. If necessary, the supplier must provide evidence of his information on origin of goods by means of an information sheet, confirmed by his customs office.
3. Delivery notes must show the item number, description of the item and order number. If possible, information must additionally be encoded using a barcode. We will provide corresponding specifications to the supplier upon request.

## **§ 6 Inspection of goods inward, notification of defects**

1. Statutory provisions (§§ 377, 381 HGB [*Commercial Code*]) apply for the commercial duty of inspection, and for notifying defects with the following proviso: Our duty of inspection will be limited to defects which become apparent during our goods inward inspection and external appraisal including the delivery papers, as well as during our quality control in a random sampling procedure (e.g. transport damages, incorrect and short deliveries). If acceptance has been agreed, there will be no obligation for inspection. In all other respects, this will depend on the extent to which an inspection is feasible during the normal course of business, taking circumstances of the individual case into account.
2. Any payments made towards the purchase price or receipt of the goods by us or one of our representatives at the supplier's premises prior to discovering defects, will not constitute an acknowledgement that the goods are free from defects, and will not release the supplier from its warranty or guarantee.

## § 7 Quality

1. The supplier must comply with recognised rules of technology, safety regulations and the agreed technical data for its deliveries. Changes to the delivery item require our prior written consent. The supplier guarantees that the products to be delivered correspond to the latest state of the art. The supplier undertakes to use only materials which comply with respective valid statutory safety requirements and regulations, in particular for poisonous, toxic and hazardous substances. The same applies to safety regulations for protecting the environment and regulations in connection with electricity and electromagnetic fields. This obligation includes all regulations which are valid in Europe including the country of manufacture and - if deviating from these - also for regulations of customer countries the supplier is informed of. We must inform the supplier immediately if we intend to supply a new foreign market with subject matter of the contract. The parties must inform one another of any stricter quality and/or manufacturing standards which apply there. If the supplier does not declare whether it is aware of new quality and/or manufacturing standards within one month, and whether these can be complied with, it will be deemed to be agreed, that the supplier is aware of and complies with the quality and/or manufacturing standards applicable there (this problem has not been settled by the Supreme Court).
2. The supplier undertakes to comply with relevant protective laws and other safety regulations applicable for delivery items, e.g. requirements of a supervisory trade board, VDE [*Association for Electrical, Electronic & Information Technologies*] regulations for electrical parts and components, accident prevention regulations of employers' liability insurance associations. Initial sampling of parts must be carried out using a valid initial sample test report. The supplier must indemnify us against all claims under public and private law, arising from violating these regulations. The supplier must supply all test certificates and attestations required, without being asked to do so.
3. With regard to procedures which must be observed by the supplier for Quality Assurance of his deliveries, our respective valid Quality Assurance guidelines or delivery specifications will apply.
4. In the case of first-time orders or changes to order execution, the number of specimens or samples requested by us - clearly marked as such - must be sent to us prior to final production. The order will only be deemed to have been finally

awarded, following our written approval of samples and specimen pieces. We will reject defective or incorrect deliveries and services, as well as deliveries and services otherwise deviating from our or other valid regulations. Irrespective of this, the supplier must check the quality of supplier deliveries and services. The contractual partners must inform each other of opportunities for quality improvements.

5. If the supplier has not agreed the type and scope of the test as well as test equipment with us, we will be prepared to discuss the test with the supplier at the supplier's request, within the scope of our knowledge, experience and possibilities, in order to determine the respective required state of test technology.
6. Inspection documents must be kept for 15 years and must be submitted to us if required. The supplier must oblige sub-suppliers to the same extent.
7. The supplier undertakes to have product process and system audits carried out by us, or by a person authorised by us following consultation. The supplier is not obliged to disclose business secrets in this case.
8. We must be notified of intended changes to the object of the delivery in writing. These require our prior written approval.

## § 8 Warranty

1. In the event of delivery of faulty goods or incorrect deliveries, the supplier will be liable to us in accordance with statutory provisions. If material defects in deliveries occur during the warranty period, the supplier must provide supplementary performance, whereby we are generally entitled to choose the type of supplementary performance. The supplier will be entitled to refuse the type of subsequent performance selected by us under the requirements of § 439 para. 2 of German Civil Code [BGB]. We will be entitled to statutory claims for defects in their full extent; in any case we will be entitled to demand remedy of the defect or delivery of a new item. We expressly reserve the right to claim for damages, in particular to also claim compensation for damages. In addition, the supplier will also be liable to compensate us for any additional costs and damages incurred by us or our customers as a result of the defect. This includes compensation for any pecuniary loss.

2. If the supplier does not begin rectifying the defect immediately following our request to do so, we will be entitled in urgent cases, in particular to avert acute danger or to avoid greater damages, to carry this out ourselves or have it carried out by a third party at the supplier's expense. Costs for this will be borne by the supplier.
3. In the case of a delivery which has been rectified within the period of limitation of our claims for defects, the limitation period will start anew again, at the time when the supplier completely fulfilled our claims for subsequent performance.
4. If we take back products finished and/or sold by us as a result of defective or incorrect contractual objects being delivered by the supplier or if the purchase price was reduced for us because of this or if claims were made against us in any other way because of this, we reserve the right of recourse towards the supplier, whereby it is no longer necessary to set a deadline which would otherwise be required, because of our rights in respect of defects or incorrect deliveries.
5. If we become aware of a material defect within six months of transfer of risk, there is a presumption that the defect was already present at the time of transfer of risk, unless this presumption is incompatible with the nature of the item or the defect.
6. The warranty period is 24 months calculated starting with transfer of risk. Notwithstanding the above provision, the period of limitation for material defects commences at the earliest two months after the time at which we fulfilled claims made against us by our customer on account of the defect, but no more than five years after delivery by the supplier.

## **§ 9 Liability / Product Liability**

1. Unless a different provision for liability is made elsewhere in these terms and conditions, the supplier will be obliged to compensate us for any damages incurred directly or indirectly as a result of a culpable tortious act, or breaches of duty on the part of the supplier.



2. Insofar as the supplier is responsible for damaging a product, the supplier is obliged to indemnify us against claims for damages by third parties upon first request, insofar as the cause lies within his sphere of control and organisation and he himself is liable in relation to third parties. The supplier's obligation to indemnify will include, in addition to paying damages to third parties, the costs for legal defence, costs of recalls, testing, installation and removal costs as well as administrative and other expenses incurred by us for settling the claim.
3. In this context, the supplier is also obliged to reimburse us for any expenses pursuant to §§ 683, 670 BGB [*German Civil Code*] as well as §§ 830, 840, 426 BGB [*German Civil Code*], arising from or in connection with a recall action which is carried out. We will inform the supplier about the content and scope of recall measures carried out - insofar as this is possible and reasonable - and will give the supplier an opportunity to comment.
4. Unless otherwise agreed, the supplier undertakes to maintain product liability insurance for an insured value of Euros 5 million per personal injury/property damage - lump sum - and recall costs with a level of insurance cover of Euros 5 million per claim. If we are entitled to further claims for damages, these will remain unaffected.

## **§ 10 Property rights**

1. The supplier will be liable for all claims arising from infringements of industrial property rights and applications for industrial property rights when using the delivered objects. The supplier guarantees that no rights of third parties will be infringed in connection with his delivery as well as on delivery.
2. If claims are asserted against us by a third party in this respect, the supplier will be obliged to indemnify us against these claims upon first written request; we will not be entitled to reach any agreements with third parties - without the supplier's consent - in particular to agree to a settlement.

3. This will not apply, insofar as the supplier manufactured delivery objects according to drawings, models or equivalent descriptions or details provided by us, and does not know or does not need to know, in connection with products developed by him, that industrial property rights are thereby infringed.
4. Upon our request, the supplier must notify us in writing of use of their own or licensed, published and unpublished property rights and property right applications, relating to the delivery item.

## **§ 11 Retention of Title - Provision - Tools**

1. Insofar as we provide parts to the supplier, we will retain title for these. Processing or transformation by the supplier will be carried out for us. If our goods subject to retention of title are processed with other items not belonging to us, we will acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
2. If the item provided by us is inseparably mixed with other items not belonging to us, we will acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title (purchase price plus VAT) to the other mixed objects at the time of mixing. If mixing takes place in such a way that the supplier's item must be regarded as the main item, it will be deemed to have been agreed, that the supplier transfers co-ownership to us on a pro rata basis; the supplier will retain sole ownership or co-ownership for us.
3. We retain ownership of tools; the supplier is obliged to use the tools exclusively to manufacture goods ordered by us. The supplier is obliged to insure tools belonging to us for their replacement value against fire and water damage, and theft at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any maintenance and repair work required for our tools and
4. inspection work as well as all maintenance and repair work at his own expense, and in good time. He must notify us immediately of any failures, malfunctions or

breakdowns; if he culpably fails to do this, claims for damages will remain unaffected.

5. Insofar as security rights to which we are entitled pursuant to para. 1 and/or para. 2 exceed the purchase price of all our reserved goods not yet paid for by more than 10%, we will be obliged to release security rights at our discretion, at the supplier's request.
6. Models, matrices, templates, samples and specimens, tools and other means of production, as well as confidential information provided by us to the supplier, may only be used for deliveries to third parties with our prior written consent.

## **§ 12 Non-Disclosure, Secrecy**

1. All business or technical information of whatever kind provided by us, including characteristics which can be learned from any objects and documents possibly handed over, and other knowledge or experience, must be kept secret from third parties and may only be provided to such people in the supplier's own company who must necessarily be involved in using them for the purpose of the delivery to us, and who are also obliged to maintain secrecy; this remains exclusively our property. Such information may not be reproduced or used commercially without our prior written consent - except for deliveries to us.
2. No obligation to confidentiality or secrecy will apply for such information that was demonstrably already in the public domain at the time of its transmission, entered into the public domain after its transmission without the supplier being responsible for this, was provided to the supplier by a third party after its transmission in a legally permitted manner and without restriction, with regard to secrecy, confidentiality or use. The confidentiality obligation ends two years after the end of the contractual relationship between us and the supplier. At our request, all information originating from us (including any copies or records made, if applicable) and items provided as loans must be returned to us immediately and in full, or destroyed. We must be informed of such destruction in writing. We reserve all rights to such information (including copyrights and the right to use industrial property rights such as patents, utility models, protection under trademark, etc.).

Insofar as such information has been provided to us by third parties, this reservation of rights will also apply in favour of these third parties. Drawings, models, templates, samples, specimens and similar objects may not be handed over or otherwise provided to unauthorised third parties. Reproducing such items is only permitted within the scope of operational requirements and provisions under copyright regulations. Subcontractors must be obliged accordingly. The contractual partners may only advertise their business relationship with prior written consent.

### **§ 13 General provisions**

1. The laws of the Federal Republic of Germany will apply exclusively, unless otherwise agreed. Application of the United Nations Convention on Contracts for the International Sale of Goods (CSIG) is excluded.
2. The place of performance is our place of business.
3. The place of jurisdiction is our place of business; however, we are also entitled to raise a legal action against the supplier at his general place of jurisdiction.
4. Invalidity of individual clauses will not affect the validity of remaining clauses. The contractual partners are obliged to replace ineffective provisions with provisions that deliver an equivalent economic effect. The same applies in the event of a gap.