

GENERAL TERMS AND CONDITIONS OF PURCHASE OF MURRELEKTRONIK GMBH

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1. General information

- 1.1. Should a Seller provide goods or services to Murrelektronik GmbH or companies associated with Murrelektronik GmbH as per Subsection 15 ff. of German Corporation Law (AktG) (referred to as "Purchaser" or "we" in the following), these standard conditions only apply for purchase if not otherwise modified by the Parties to the agreement expressly in a written agreement. These agreements also apply if the Purchaser accepts goods deliveries from the Seller and conflicting terms and conditions of purchase of the Seller exist, but do not form the basis of the agreement.
- 1.2. Any agreement made between the Seller and us is then only legally in effect if it has been made between the Parties in writing. Any additional terms and conditions or contractual clauses introduced by the Seller are considered to be declined unless we have agreed to the additional terms and conditions in writing.
- 1.3. These Terms and Conditions serve as the basis of all future individual agreements between the Seller and us (with simultaneous exclusion of contrary general contractual terms and conditions) without this requiring additional express mention or agreement upon their conclusion.
- 1.4. These Terms and Conditions of Purchase apply only if the Seller is an entrepreneur (Section 14 of German Civil Code (BGB)), a legal person under public law or a special asset under public law.
- 1.5. The Seller may only assign claims based upon legal transactions concluded with us with our express consent.
- 1.6. Legal declarations by the Seller with regard to the agreement (e.g. deadline setting, reminder or withdrawal) are to be submitted in writing, i.e. in written/text form (e.g. letter, email or fax).

2. Conclusion of an agreement

- 2.1. An agreement is considered concluded if we have submitted our declaration of acceptance following receipt of an offer within the acceptance period, or within 14 days if there is no acceptance period. An order quotation from us can be accepted by the Seller within the specified acceptance period, or within 14 days if there is no acceptance period.
- 2.2. Within reasonable limits, we are entitled to demand changes to the delivery item with regard to construction and design. The effects, in particular with regard to additional or reduced costs and delivery deadlines, are to be regulated appropriately.

3. Services, deliveries, transfer of risk and delays in acceptance

- 3.1. The Seller is not entitled to permit third parties (e.g. sub-contractors) to provide services in their stead without our prior written consent. The Seller bears the risk of acquisition for their services in individual cases where an agreement has not been made otherwise.
- 3.2. Within Germany, delivery to the location specified in the order is carried out "free of charge". Should the destination point not be specified and no other agreement have been made in this regard, delivery must be carried out to our registered office in Oppenweiler, Germany. The respective destination point is also the place of fulfillment and any potential subsequent fulfillment for delivery (obligation).
- 3.3. Delivery is to be made with a delivery note specifying the date (issuance and shipping), contents of the delivery (item numbers and quantity) and our order identifier (date and number). Should the delivery note be missing or incomplete, we will not be responsible for any resulting delays in processing or payment. In addition to the delivery note, corresponding shipping notification containing the same information is to be sent to us.
- 3.4. The Seller is not entitled to make partial deliveries without prior written consent.
- 3.5. The Seller must repossess its packages at the destination point at its own expense.
- 3.6. The risk of random destruction or degradation of the item transfers to us upon the transfer of the item at the place of fulfillment. Should inspection be agreed upon, it is decisive for the transfer of risk. Furthermore, the legal provisions of employment contract law apply accordingly in case of inspection. Any delay on our part in accepting the item is considered equivalent to transfer or inspection.
- 3.7. The respective legal provisions apply with regard to the occurrence of our delayed acceptance of the item. The Seller must then expressly offer us its service if a specific or specifiable calendar date is agreed upon for action or involvement on our part (e.g. the provision of materials). Should we delay in accepting an item, the Seller may demand compensation for its additional expenses in accordance with the legal provisions (Section 304 of German Civil Code (BGB)). Should the agreement concern a unique item (one-off production) to be manufactured by the Seller, the Seller is only entitled to further rights if we have obligated ourselves to get involved and are responsible for the lack of involvement.
- 3.8. Unless otherwise regulated by the Parties and/or in these Terms and Conditions of Purchase, our general guidelines on logistics still apply. These guidelines can be found at: <https://www.murrelektronik.com/downloads/further-documents/legal/>

4. Prices and terms of payment

- 4.1. The price which has been designated in the order and accepted by the Contractual Partner is binding. Price increases made by the Seller are only recognized with express written confirmation. The agreed purchase price includes delivery "free of charge," including packaging and acceptance of transportation insurance and the legally applicable value added tax (to be designated separately on invoices).
- 4.2. Payment and delivery are to be carried out in the manner and at the time agreed upon by the Parties in each individual case. Should an agreement not have been made in an individual case, payment is generally made within 30 days following delivery and receipt of the statement with a 3-percent discount or within 60 days at the original net price.
- 4.3. We will not owe interest on maturity. In case of delay in payment, the legally applicable provisions apply.
- 4.4. We are entitled to offset and retention rights, as well as the defense of an agreement which has not been fulfilled, to the extent of the law. In particular, we are entitled to withhold due payments if we are entitled to claims relating to incomplete or deficient performance on the part of the Seller.
- 4.5. The Seller is only entitled to offset or retention rights as a result of legally established or uncontested counterclaims.

5. Deadlines for deliveries or services

- 5.1. Delivery is to be carried out according to the delivery date specified in the purchase agreement or order. Should the delivery date not be specified in the order or otherwise, a delivery date of 4 (four) weeks following conclusion of the agreement will apply.
- 5.2. The Seller is obligated to inform us immediately and in writing should a delivery delay occur.
- 5.3. Should the Seller experience a delay in performance, we may, in addition to other legal claims, demand lump-sum compensation for damages we incur due to the delay in the amount of 1 percent of the net price per full calendar week, not to exceed 5 percent of the net price of the goods delivered late. We reserve the right to prove that greater damages have been incurred. The Seller reserves the right to prove that no damages whatsoever or only essentially minor damages have been incurred.

6. Insurance

- 6.1. The Seller is obligated to obtain comprehensive liability insurance, including product liability, with a well-known insurance company with minimum coverage of 10 million EUR per person/per case of material damage. Such insurance is to include associated companies of the Seller to the extent which they are involved in providing a service which falls under these General Terms and Conditions of Purchase.
- 6.2. The Seller is obligated to provide us with confirmation proving the existence of insurance coverage on an annual basis. Each confirmation must specify the scope of its coverage.

7. Warranty and liability

- 7.1. The Seller warrants the following:
 - (i) In every respect, its goods and services correspond to the specifications, provisions and rules of the state in which they are manufactured or stored or where delivery may be carried out and used as intended according to the agreement.
 - (ii) Manufacturing of goods is carried out in accordance with best industry standards.
 - (iii) Goods delivered by it are free of deficiencies and exhibit the agreed quality. All product descriptions which are the object of the individual agreement apply as an agreement on the quality of goods. It makes no difference whether the product descriptions originate from the Seller, the manufacturer or from us through drawings or other specifications. Should the quality not have been agreed upon, freedom from deficiencies is based on the legal specifications.
 - (iv) Goods are marked in accordance with the specifications and legal provisions (the latter includes, in particular, the country of manufacture and destination country/countries).

- (v) Goods remain in its full possession, and there are no other opposing rights of third parties (such as liens, other creditor positions from claim assignment or other loan collateral, sale of claims, lease-purchase, conditional sale etc.).

- 7.2. With regard to our rights in case of deficient goods or title to goods (including incorrect or insufficient delivery, improper assembly or inadequate assembly, instruction or operating manuals) and in case of other breach of duty by the Supplier, the legal provisions apply unless established otherwise in the following.
- 7.3. We are not obligated to conduct an examination of the goods or special inquiries on any possible deficiencies upon agreement conclusion. In partial deviation to Section 442 Para. 1 Clause 2 of German Civil Code (BGB), we are for this reason also entitled to deficiency claims without limitation if the deficiency remained unknown to us due to gross negligence upon conclusion of the agreement.
- 7.4. The legal provisions (Subsections 377 and 381 of German Commercial Code (HGB)) with the following proviso apply for commercial duty to examine and reprimand: our duty to examine is limited to deficiencies (e.g. transportation damage or incorrect/insufficient delivery) found by our incoming goods inspection department through visual inspection, including the delivery documents, or which can be identified by our quality control department through random sampling. Should inspection be agreed upon, there is no duty to examine. Furthermore, it depends on the degree to which examination is feasible under consideration of the conditions of the individual case in the ordinary course of business. Our duty to reprimand for deficiencies discovered later on remains unaffected. Regardless of our duty to examine, our reprimand (notice of deficiency) is considered immediate and timely in any case if it is sent within 5 business days from discovery or, in the case of obvious deficiencies, from the time of delivery.
- 7.5. Should there be a purchased item deficiency for which the Seller is responsible, we are authorized, at our option, to demand that the Seller remedy the deficiency or provide a replacement, where the Seller must cover the costs. All replacement deliveries or repairs are also part of the deficiency warranty as per these Terms and Conditions of Purchase.
- 7.6. The Seller warrants that no rights of third parties within the Federal Republic of Germany are violated in connection with its performance. Insofar as claims against us are made by third parties due to negligent violation of this duty, the Seller must release us from these claims and our justified expenses.

8. Supplier recourse

- 8.1. Our legally established claim to recourse within a supply chain (supplier recourse as per Subsections 445a, 445b and 478 of German Civil Code (BGB)) in addition to our deficiency claims is unlimited. In particular, we are authorized to demand precisely the type of subsequent fulfillment (repair or replacement delivery) from the Seller which we owe our customer in an individual case. Or legal right to choose (Section 439 Para. 1 of German Civil Code (BGB)) is not limited by this.
- 8.2. Before we recognize or fulfill an asserted deficiency claim by our customer (including the reimbursement of expenses as per Subsection 445a Para. 1, 439 Para. 2 and 3 of German Civil Code (BGB)), we will inform the Seller and ask for a brief account of the facts in a written statement. Should a substantiated statement not be made within a reasonable period of time and an amicable solution not be brought about, the deficiency claim actually granted by us is considered to be owed to our customer. In this case, it is incumbent upon the Seller to provide proof to the contrary.
- 8.3. Our supplier recourse claims also apply if the deficient goods have been further processed by us or another entrepreneur, e.g. installed into another product.

9. Limitation period

- 9.1. Mutual claims of the Contractual Parties are limited according to the legal provisions unless established otherwise in the following.
- 9.2. Contrary to Section 438 Para. 1 No. 3 of German Civil Code (BGB), the general limitation period for deficiency claims is 3 years from the transfer of risk. Should inspection be agreed upon, the limitation period begins with inspection. The 3-year limitation period also applies for legal deficiency claims accordingly, where the legal limitation period for third-party claims regarding the restitution of property (Section 438 Para. 1 No. 1 of the German Civil Code (BGB)) remains unaffected. Beyond this, under no circumstances are legal deficiency claims limited as long as the third party is not able to make claims against us, in particular in the absence of limitation.
- 9.3. The limitation periods of sales law, including the extension above, apply for all contractual deficiency claims to the extent of the law. Insofar as we are also responsible for non-contractual damage compensation claims due to a deficiency, the regular legal limitation (Subsections 195 and 199 of German Civil Code (BGB)) apply here if the use of limitation periods of sales law in an individual case does not lead to a longer limitation period.

10. Indemnification

The Seller is obligated to indemnify (product liability) us and any company associated with us from any liability with regard to third parties or liability claims by third parties arising as a result of the manufacture, delivery or storage of the products. It is obligated to reimburse us for payments made for the compensation of legitimate claims. The duty to indemnify and remunerate does not apply if the underlying event was verifiably a result of gross negligence or willful misconduct by us or one of our employees, representatives, agents or companies associated with us. The Seller is obligated to immediately inform us of legal action taken against it or the assertion of claims against it and to provide all documentation in this regard if demanded by us.

11. Rights, confidentiality, retention of documents, retention of ownership

- 11.1. We reserve the right of property and copyright to materials, tools, objects, diagrams, drawings, calculations, product descriptions and other documents. These types of documentation and objects are to be used solely for contractual performance and then returned to us following completion of the contract. The documentation and objects are to be kept secret from third parties, including after termination of the agreement. This obligation to secrecy only expires if and to the extent which the information contained within the provided documentation has become common knowledge.
- 11.2. The Seller is obligated to retain documentation on the manufacture, storage, delivery and sale of goods for a period of at least 5 years from the date of delivery and to make this documentation available to us upon demand.
- 11.3. The processing, mixing or combination (further processing) of provided objects is carried out by the Seller for us. The same applies to the further processing of delivered goods by us, where we are considered to be the manufacturer and acquire ownership of the product no later than upon further processing.
- 11.4. The transfer of goods to us must occur regardless of whether or not the price has been paid. Should we accept an offer for transfer by the Seller in an individual case contingent upon payment of the purchase price, however, the retention of ownership of the Seller comes to an end no later than upon payment of the purchase price for the goods delivered. In the ordinary course of business, we also remain entitled to resell the goods through advance assignment of the receivables resulting from this prior to payment of the purchase price (alternative validity of the simple retention of ownership and retention of ownership extended to the resale). In any case, all other forms of retention of ownership are thus excluded, in particular any extended or transferred retention of ownership or retention of ownership extended to further processing.

12. Place of fulfillment, applicable law and place of jurisdiction

- 12.1. The place of fulfillment is, unless agreed upon otherwise, the location of the Purchaser in Oppenweiler, Germany.
- 12.2. This Agreement and all legal relationships of the Parties are subject to the law of the Federal Republic of Germany to the exclusion of UN sales law (CISG).
- 12.3. If the Seller is a merchant according to German Commercial Code (HGB), a legal person under public law or a special asset under public law, the sole place of jurisdiction, including internationally, for any and all disputes arising from our contractual relationship is our registered office in Oppenweiler, Germany. We are also entitled, however, to take legal action at the place of fulfillment of the delivery obligation or at the general place of jurisdiction of the Seller. Overriding legal provisions, in particular those on exclusive competencies, remain unaffected.

13. Severability

The ineffectiveness of individual provisions of these general Terms and Conditions of Purchase does not affect the validity of the remaining provisions. Ineffective provisions are considered to be replaced by such valid provisions which are suitable for implementing the economic purpose of the removed provision to the greatest extent possible.