1. General scope

The legal relationship between Supplier and Customer shall be governed exclusively by the following General Terms and Conditions of Purchase and Ordering ("GTCP").

2. Subject of the order

2.1. Delivery contracts (orders and acceptance) and delivery call-offs must be in writing. Orders and delivery call-offs can also be made in textual form (fax, e-mail).

2.2. Oral agreements after conclusion of the contract, in particular subsequent amendments and supplements to these GTCP and collateral agreement, require written confirmation of the Customer.

2.3. Quotations are binding and are not to be remunerated unless something else was agreed in writing.

2.4. The Customer may request reasonable changes to the construction and design of the goods. The effects, in particular with regard to additional or reduced costs and delivery dates, shall be regulated appropriately and by mutual agreement.

2.5. If the Supplier does not accept the order within two weeks of the order date ("order confirmation"), the Customer shall be entitled to revoke the order without the Supplier being entitled to any claims for losses and/or damages. Delivery call-offs shall become binding if the Supplier does not reject in writing within two weeks of receipt at the latest.

2.6. All communication and (accompanying) documents of the Supplier relating to the goods shall, upon commencement of the order confirmation, include the unique reference features provided by the Customer, in particular the purchase order ID. This also includes documents from accompanying and supporting documents.

2.7. All consultancy services have to be documented in detail by the Supplier in using a time tracking tool / format specified by the Client in the required time cycle.

3. Prices, payment

3.1. Agreed prices are fixed, excluding statutory VAT which must be separately identified in each invoice. Additional claims are excluded. All prices shall be considered duty paid at the location of the Customer, including any loading or shipping costs.

3.2. Unless otherwise agreed, payment will be due within 15 calendar days less 3% discount or within 60 calendar days net without deduction as of the date the payment becomes due.

3.3. The payment period shall commence once the goods have been delivered and the property interest in the goods has been transferred to the Customer by the Insofar as the Contractor has to provide material tests, test reports, quality documents or other documents, the goods are not considered to be delivered until receipt of these documents by the Customer. Discount shall also be permissible if the client offsets or withholding payments in an appropriate amount due to defects. In the latter case, the payment period shall commence after complete elimination of the defects. In the case of agreed instalment payments, the payment period shall begin on the date of receipt of an auditible instalment payment in voice. Invoices for down payments or part payments shall be indicated as such and shall be numbered consecutively. Invoices without indication are deemed to be closing invoices.

3.4. Any payments made or certificates of goods acceptance shall not constitute acknowledgement of proper delivery. The payment is subject to invoicing auditing. Invoices for consultancy services have also be accompanied by a time sheet approved in advance by the Client.

3.5. In the case of acceptance of early deliveries, the due date shall be based on the agreed payment date, in case of doubt on the agreed delivery date or such and such an event.

3.6. In the case of contracts which oblige the Supplier to provide goods on an ongoing or periodic basis over a longer period of time (e.g., maintenance contracts), invoicing and payment shall be made in arrears pro rata tempore of the periods to be agreed (monthly or quarterly); in all other respects, these GTCP shall apply, including sections 3.1 to 3.5.

4. Delivery and acceptance, delivery periods, delay in delivery, contractual penalty

4.1. Agreed delivery dates are binding. Decisive for compliance with the delivery date is receipt of the goods at the place of use / place of performance specified or agreed by the Customer and successful incoming goods inspection and, if agreed, acceptance. In the case of contracts for work and services, the agreed deadlines for the production of the work in a condition ready for acceptance shall apply. The place of performance shall be the location of the Customer stated in the order, unless another location is expressly stated. If it has not been agreed that delivery shall be free at the Customer's location and duty paid, the Supplier shall make the goods available in a timely manner, taking into account the usual time required for loading and shipping. In all other respects, the Supplier shall consult with the Customer's forwarding agent.

4.2. Partial deliveries and early deliveries are not permitted unless the Customer has expressly agreed to them in writing.

4.3. Unconditional acceptance of the delayed delivery of goods may not be construed as a waiver of the right to claim damage due to the delayed delivery; this shall apply until full payment of the remuneration owed by the Customer for the delivery or service concerned.

4.4. If agreed delivery dates are not met, the statutory provisions under the applicable law shall apply. If the Supplier foresees difficulties which could prevent him from delivering on time or delivery of the agreed quality or delivery in quality capable of being accepted, the Supplier must inform the Customer immediately, stating the precise reasons. In addition, the Supplier shall be entitled to demand a contractual penalty of 0.5% for each week or part thereof in which the delivery deadline is exceeded, up to a maximum of 10% of the total order value, unless a higher contractual penalty for this case has been agreed between the parties. Any contractual penalty shall be offset against claims for damages/losses due to exceeding the delivery deadline. Any further rights of the Customer due to delayed delivery are still applicable.

4.5. If the Supplier has assumed responsibility for installation, assembly or disassembly, the Supplier shall bear all necessary ancillary costs unless otherwise agreed.

4.6. The Supplier bears the risk up until acceptance by the Customer or its representative at the place to which the goods are to be delivered in accordance with the contract.

4.7. The Supplier guarantees complete outgoing goods inspection for the delivery with zero-defect quality. Delivery shall be subject to an inspection to ensure that the goods are free from any defects, in particular in regard to correctness, completeness and fitness for use and purpose, as well as subject to acceptance, if such acceptance has been agreed. The Customer shall be entitled to inspect the goods to the extent and as soon as feasible in the ordinary course of business. Any damage discovered shall be reported by the Customer without undue delay. In this respect, the Supplier will waive the claim of late notification of defects.

4.8. For quantities, weights and dimensions, the values determined by the Customer during the incoming goods inspection shall be decisive, subject to proof to the contrary.

4.9. The Customer shall have the right to use software belonging to the scope of delivery, including its documentation, with the agreed performance features, in accordance with the contractual use of the product, and the right to resell the software together with the product, without any restriction on time or location and transferability worldwide. The Customer may also make a backup copy without express agreement. In other respects, the following shall apply: Insofar as the Contractor's industrial property rights exist with respect to the goods, including individual, optional uses of the performance object, or the Contractor acquires such industrial property rights after delivery, the Contractor shall grant to the Client, for use of the results delivered by the Contractor, a right of use of these industrial property rights that is valid worldwide, unlimited in terms of time and consideration, free of charge, non-transferable, non-exclusive, content-related restrictions and not capable of being sublicensed, but such right of use shall be transferable to later purchasers of the results or products resulting therefrom.

4.10. If required, the Supplier shall set up a consignment warehouse free of charge at the request of the Customer.

5. Confidentiality & Data Protection

5.1. All information that is disclosed by the Client in connection with purposes of the contract through the execution of an purchase order or in discussions held before the conclusion of such a contract (including features that can be found in objects, documents or software provided and other knowledge or experience) shall be kept confidential. It shall be transferred to third parties as long as insofar as such information is not demonstrably known to the public. This confidential information shall remain the exclusive property of the Contractor and shall be used only for the purpose of the order. The Contractor shall not pass any information that is valid worldwide, unlimited in terms of time and consideration, free of charge, non-transferable, non-exclusive, content-related restrictions and not capable of being sublicensed, but such right of use shall be transferable to later purchasers of the results or products resulting therefrom.

The Supplier undertakes to name the client as a reference and/or to advertise services or products which they have developed for the client.
6. Inventions, industrial property rights

6.1. The Supplier hereby grants to all Customer affiliated companies a right to use patented or registered, that is freely transferable and unrestricted in regard to time and location within the scope of the legal relationship between the Supplier and Customer, in particular for development services. The Supplier shall organizationally ensure that they are able to meet their obligation for use and transfer.

6.2. The Customer reserves all rights to such information (including copyrights and the right to register industrial property rights). Insofar as the Customer has received such information from the Supplier, this reservation shall also apply in favour of these third parties.

6.3. The Supplier is aware that the goods will be used internationally. The Supplier hereby grants to all Customer affiliated companies a right to use patented or registered, that is freely transferable and unrestricted in regard to time and location within the scope of the legal relationship between the Supplier and Customer, in particular for development services. The Supplier shall organizationally ensure that they are able to meet their obligation for use and transfer.

6.5. The Supplier guarantees that the goods and their commercial use do not infringe any intellectual property rights of third parties, in particular no copyrights, patent rights, utility model rights, trademark rights, design rights or licence rights. If a claim is asserted against the Supplier by a third party due to such an infringement, the Contractor is obliged to indemnify the Client against any claims in this respect against claims by third parties, unless the Contractor can demonstrate the guaranteed data and characteristics, comple-

7. Packaging, delivery note, invoice, origin of goods

7.1. The goods are to be packed in a customary and appropriate manner for transportation. Packaging must be designed in such a way that it is easy to separate and recycle, that mixed containers are avoided and that mate-

7.4. A Supplier based in the EU must document the country of origin of the goods for the Customer with a long-term Supplier’s declaration; a Sup-

7.5. If the invoice relates to different orders, the information given in section 7.2 must be listed separately for each order. If these details are missing, the invoices are not due and payable. The invoice may only refer to the respective delivery note.
10.3. The Supplier shall be obliged to take out and maintain an appropriate business liability and product liability insurance policy, including damage to product assets, material damage, financial loss and recall costs with an insurer licensed in the EU. The coverage limit must be at least five million EUR per claim for personal injury and property damage plus product asset damage and recall costs.

11. Assignment of receivables

11.1. Without prior written consent, which may not be unreasonably withheld, the Supplier may not assign their claims/receivables against the Customer or have them collected by third parties.

11.2. The Customer only may withhold payments on the basis of counterclaims or declare offsetting.

12. Property

Goods subject to retention of title may be resold, mixed, combined or processed, pledged or transferred by way of security by the Customer in the ordinary course of business.

13. Quality and documentation

13.1. The goods must comply with the state of the art in science and technology, the safety regulations and with the agreed technical data. The Supplier shall set up and prove an appropriate quality management system.

13.2. The Supplier must keep quality records for all products of when, how and by whom their defect-free manufacture was ensured. This evidence must be kept for 15 years and presented to the Customer if required. The Supplier is entitled to shorten the retention period if they are able to exclude dangers to life and health in the use of the products. The Supplier shall inform sub-Suppliers to the same extent within the limits of the law.

13.3. In all other respects with regard to quality and documentation, reference is made to Section 9.

14. Code of Conduct

14.1. The Contractor is obliged to comply with the laws of the applicable legal system(s) and the relevant embargo and/or sanction provisions. In particular, the Supplier will not actively or passively, directly or indirectly participate in any form of bribery, violation of the fundamental rights of their employees or child labour. In addition, the Supplier will assume responsibility for the health and safety of its employees in the workplace, comply with environmental protection laws and promote and demand the best possible performance.

14.2. The Contractor shall provide the required organisational instructions and measures, in particular in the areas of property protection, business partner security, staff and information security, packaging and transport, to guarantee safety in the supply chain in accordance with the requirements of corresponding internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g., AEO, C-TPAT). The Supplier shall protect its deliveries and services to the Client or to third parties designated by the Client against unauthorised access and manipulation. The Supplier shall use only reliable staff for such deliveries and services and shall impose a duty on any sub-contractors to also take corresponding measures. Further, the Client's Code of Conduct shall apply.

14.3. Should the Contractor culpably breach the aforementioned duties, the Client shall be entitled, irrespective of further claims, to withdraw from the contract or terminate the contract. Insofar as a rectification of the breach of duty is possible, this right may only be exercised following expiry of reasonable period of time for rectification of the breach of duty without success.

15. Miscellaneous

15.1. The exclusive place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on these GTCP shall be Hamburg/Germany.

15.2. If not otherwise agreed in the contract, the required written form shall also be fulfilled by sending an e-mail or fax of the respective document or with an electronically transmitted signature (meaning facsimile transmission, e-mail transmission with scanned signatures, or other agreed form of electronic contract conclusion provided by or on behalf of the undersigning party, such as the DocusignTM procedure). This also applies to termination of or withdrawal from a contract, amendment or supplement to this contract or individual contract as well as to the conclusion, amendment or supplement of an individual contract. Except in that respect, however, the provisions in the German Civil Code, Section 127 (2) and (3) do not apply.

15.3. The Contractor is not entitled to any rights of retention insofar as they arise from counterclaims from other legal transactions with the Client.

15.4. The Contractor may only offset such claims or assert a right of retention against such claims which have been expressly acknowledged in writing by the Client or which have been established as legally binding.

15.5. The contractual relationship shall be governed exclusively by German law to the exclusion of the conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.6. If either party suspends payments or if insolvency proceedings are instituted against its assets or if judicial or extrajudicial composition proceedings are applied for, the other party shall be entitled to withdraw from the contract with respect to the part that has not been fulfilled.

15.7. In case any provision of these GTCP is or becomes invalid, the remaining provisions shall remain unaffected. The parties hereby undertake to immediately replace the invalid or unenforceable provision by such a provision which meets as close as possible to the economic purpose of the invalid provision. If this is not successful, the relevant statutory provisions shall apply. The same shall apply to any loophole of these GTCP.