

General Purchasing Terms ("GPT") of BVS Industrie-Elektronik GmbH and BVS Electronics GmbH

Version as of November 2023



1. Area of application

The following Purchasing Terms apply to the purchase of goods and materials including especially developed components, products or parts or those tailored to requirements of BVS Industrie-Elektronik GmbH and BVS Electronics GmbH (both summarised in the following as "BVS" or "buyer"), and to delivery items resulting from services (summarised in the following as "items") as well as to the purchase of services (summarised in the following as "services"). They form the basis for the contract agreed between BVS and the relevant contract partner (summarised in the following as "supplier"), unless agreed otherwise in a separate contract. Any conflicting sales terms; general business; purchase and/or service terms by the supplier are expressly refuted. These will only apply if the buyer expressly agreed to them in writing. Agreement with the supplier's sales terms does not represent unconditional acceptance of deliveries and services or their unconditional payment. In the event of conflicting text on the order or on the documentation listed on the order and the following purchasing terms, the text on the order or on the documentation listed on the order will be used.

2. Orders

2.1 Orders made by the buyer take place in writing, in text form or by transmitting electronic data exchanges. If orders are submitted in text form – by fax or email – the issuing company and the issuing person's name must be clearly recognisable. Orders are effective without personal signature if there is a corresponding note on the form.

2.2 All of the supplier's documentation must contain the process number and the date of the order/assignment as well as the item description, item number and/or service description provided by the buyer.

2.3 Orders made by the buyer can be withdrawn within two weeks as long as the supplier has not accepted the order within two days since receipt of the order, at least in the same form. The same applies to call-offs.

2.4 Changes and additions to the relevant order and/or call-offs must be made in writing. All conditions, specifications, standards and other documentation listed on the order are part of the order.

2.5 If the buyer requests a change to the delivery item, the supplier must notify the buyer of any potential additional or reduced prices and impact on deadlines immediately, in writing or in text form.

2.6 Supplier must ensure delivery on the date specified in the order. For this, supplier has to take all necessary measures.

3. Delivery obligation for replacement parts

The supplier is obligated to supply delivery items that are part of the items offered by the buyer to the end customer for at least 2 years after receipt of the first order as replacement parts at appropriate market prices if not otherwise agreed in individual cases.

4. Prices; payment; transfer of title

4.1 All prices for items and/or services must be specified in the contract and are fixed prices if there are no other agreements. Additional costs for the preparation of offers and cost estimates will not be accepted.

4.2 If there are no other agreements, all prices to be paid are understood as (i) without VAT and (ii) including all costs for packaging, packaging services, custom clearance, postage, shipment, insurance and delivery of the goods and all other costs and potentially arising charges which may occur in connection with the purchase of the item and/or services. The agreed prices include potentially required measures against possible environmental influences and frost, snow, heat and water damage resulting from these as well as removal of such damage.

4.3 The payment of services rendered invariably takes place within 30 days after receipt of the relevant invoice. This does not apply if differing individual payment agreements have been made.

4.4 In the event of faulty services, the buyer has the right to retain the payment pro rata until the date of proper fulfilment.

4.5 Without prior written agreement from the buyer, which the buyer must not unreasonably refuse, the supplier is not entitled to assign his claims against the buyer or to have them collected by third parties. If a prolonged retention of title exists, approval is deemed as granted.

4.6 If not contractually agreed otherwise, the ownership of the items or, in the event of a partial delivery, ownership of the partial items will be transferred to BVS (i) when they have been paid or (ii) when they have been delivered to the agreed item receiving office, with the earlier date being crucial (transfer of title). If the ownership of the items or a part of the items has been transferred to BVS, but the items are still with the supplier, the supplier is obligated to clearly label the items as property of BVS and to store them separately from other objects.

5. Property rights

5.1 The supplier is liable for claims by third parties which result from a breach of property rights and property right applications (property rights) on contractual use of the items. The supplier exempts the buyer from all claims resulting from such use. Release from liability does not apply if the supplier produced goods for the buyer after the buyer handed over drawings, models or other comparable descriptions or information, and the supplier was not aware or, in the context of the products developed by him, did not need to be aware that property rights were breached by this.

5.2 The supplier and the buyer are obligated to immediately notify the other of risks of a breach and alleged cases of a breach as these come to light, and to give each other the opportunity to amicably counteract corresponding claims.

6. Non-disclosure

6.1 The supplier is obligated to treat as highly confidential business secrets all non-public commercial, technical and other information that was obtained or became known within the scope of the business partnership. Passing on information to the supplier's own employees can only take place under the condition that knowledge of the relevant information is required to carry out the buyer's assignment. Passing on information to third parties can exclusively take place after express approval from the buyer.

6.2 If the buyer provides the supplier with documentation, data, information used for data processing, software, material, type-related tools or equipment and objects (e.g. samples, models), to exercise contractual obligations, all existing and/or future rights will remain with BVS. There will be no transfer of ownership. Without prior written approval from the buyer, the supplier is not permitted to use, reproduce and/or make accessible in any way to third parties the object provided by BVS, in particular drawings, models, templates, samples or similar for any other purpose than the contractual purpose agreed between BVS and the supplier. After the development is complete, the supplier is obligated to return said objects to the buyer.

6.3 The regulations above apply in particular in the event that the supplier obtains such material from third parties exclusively to carry out the assignment awarded by the buyer, or where the supplier owns the material but the material or the product to be manufactured using the material contains or embodies know-how belonging to the buyer.

6.4 The supplier must obligate potential subcontractors in accordance with the previous regulations.

6.5 The supplier can only advertise the business connection with prior written approval from the buyer.

6.6 If required, further stipulations concerning confidentiality will be regulated in separate agreements.

7. Obligations of examination and notification of defects

The buyer has the right to examine the delivery items using recognised sampling techniques during the ordinary course of business. As soon as potential defects are detected, they must be reported to the supplier without delay and in writing. The supplier foregoes an objection to a delayed notice of defects if the defects detected during the process mentioned are pointed out to him immediately or if defects that were not detected are pointed out immediately on their discovery.

8. Liability for defects; General liability

8.1 The purchase and/or service object must have the agreed quality, function and performance. Additionally, the relevant legal and binding Health and Safety, Environmental Protection and Fire Prevention regulations must be complied with in connection with this. The generally recognised rules of technology must be complied with in principle, unless differing requirements result from the order.

8.2 If contractually not otherwise agreed, the risk of destruction or deterioration is transferred to BVS at the time of acceptance of the items at the item receiving office (transfer of risk). The limitation period is 24 months, unless a longer period applies by law, and starts from successful acceptance. If acceptance is delayed without the supplier's fault, the parties will agree an appropriate extension of the longest due date.

8.3 Defects must be resolved by the supplier free of charge within the scope of repairs. Freedom from costs applies to all services required in individual cases to resolve the relevant defect. If resolution of the defect is not possible within the scope of a repair and/or cannot be expected of the supplier, the supplier is obligated to replace the faulty services for the buyer free of charge. If the supplier is delayed with the resolution of the defect and/or is not able to carry it out himself based on the urgency of the defect resolution, the buyer has the right to carry out the required measures himself or have them carried out by a third party at the expense of the supplier. In this case, he will notify the supplier accordingly before resolution of the defects. If prior supplier notification is not possible based on the urgency of the defect resolution, the buyer will make up for it immediately. The obligations of the supplier resulting from the principles of defect resolution remain unchanged. This does not include possible obligations resulting from defects which can be ascribed to an action carried out by the buyer himself or a third party.

8.4 After successful defect resolution, the limitation period starts again with written acceptance of the services in accordance with 8.2. If written acceptance of the services is not provided by the buyer within eight working days of the services being rendered, the new limitation period starts when the aforementioned eight days have elapsed.

8.5 Legal requirements apply to the supplier's rights and liability beyond this.

8.6 In case of unforeseeable events ("force majeure"), whether temporary or permanent, supplier is not released from its obligations and cannot release himself from them (e.g. by resignation). Any damage arising for buyer must be fully compensated.

9. Product information; hazardous substances

9.1 With delivery of the goods, the supplier is obligated to provide to the buyer all required product information, in particular, safety data sheets, processing notices, labelling instructions, assembly instructions, health and safety measures including potential changes, and to label them in accordance with legal regulations.

9.2 The supplier accepts the responsibility for complying with the applicable stipulations of the REACH Regulation (EC No. 1907/2006) with regard to the registration, evaluation, authorisation and restriction of chemical substances. The supplier will independently and unprompted provide the buyer with safety data sheets required in accordance with the REACH Regulation as well as additional information. The supplier must observe potential restrictions and/or bans on substances from the SVHC list. In doubt, the supplier must carry out required chemical analyses in order to guarantee absence of pollutants.

9.3 The supplier has to treat, identify and label chemicals in accordance with the CLP Regulation (EC No. 1272/2008).

9.4 The supplier is responsible for delivered goods or parts complying with the requirements of RoHS (Directive 2011/65/EU) and WEEE (Directive 2012/19/EU) as well as with relevant national implementation regulations (ElektroStoffV and ElektroG). The manufacturing processes must comply with RoHS, disposal must comply with WEEE.

10. Subcontractors; minimum wage

10.1 The supplier is not permitted to use subcontractors without prior written consent from the buyer. If approval is granted, the supplier is obligated to name the subcontractor and present the reason for using him. The supplier is also obligated to carefully and diligently monitor the subcontractor and to ensure that the subcontractor fulfils the tasks taken over by him in accordance with legal stipulations. In particular, the supplier must punctually meet his payment obligations, and he releases the buyer from any obligations. The supplier is obligated to provide the buyer with details of the subcontractors and/or lenders commissioned to carry out the assignments. Commissioning of subcontractors and/or lenders by the supplier does not take place without prior careful examination regarding compliance with minimum wage legislation. The same applies to a subcontractor chain. The supplier will immediately provide the buyer with all required proof concerning compliance with minimum wage legislation within the scope of an official inspection.

10.2 Within the scope of assignment for services and work, the supplier is obligated to comply with regulations of minimum wage legislation ("Law for the regulation of the general minimum wage", dated 11 August 2014, as amended).

10.3 The supplier is obligated to exempt the buyer from payment claims in accordance with § 13 of the minimum wage legislation (MiLoG) in connection with § 14 of the employee assignment law (AentG) from his employees or from subcontractor and/or lender employees commissioned to carry out the buyer's assignment. Liability release also applies in the event that, based on a breach of minimum wage legislation by the supplier, other damage results to the buyer.

10.4 In the event of non-compliance with the obligations above, the buyer has an extraordinary termination right.

11. Code of conduct

The Supplier undertakes to comply with the regulations of the Code of Conduct for Business Partners and Third-Party Intermediaries. The Code of Conduct is available for download at <https://www.bvs-electronics.com/en/general-purchasing-terms>. Alternatively, we will send this free of charge on request.

12. Trade terms

If trade terms are agreed in accordance with the International Commercial Terms (INCOTERMS), the version INCOTERMS 2020 will be used.

13. Place of jurisdiction; applicable law

13.1 Place of jurisdiction is exclusively Hanau/Federal Republic of Germany. The buyer has the right, however, to file a suit with the relevant court at the supplier's place of business.

13.2 The law of the Federal Republic of Germany shall apply exclusively under exclusion of any conflicts of law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

14. Severability clause

The ineffectiveness of one regulation of these General Purchasing Terms does not affect the validity of the other conditions. Should one regulation prove to be ineffective or unenforceable, it will be replaced with a new regulation that comes as close as possible to the legal or economic purpose of the ineffective or unenforceable regulation.