§ 1 General, Scope of Application

These General Terms and Conditions of Purchase shall apply to all business relations with our business partners and suppliers if the Seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law. The Terms and Conditions of Purchase shall apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as: goods), irrespective of whether the Seller manufactures the goods itself or purchases them from suppliers. The Terms and Conditions of Purchase shall apply in their respective version as a framework agreement also to future contracts for the sale and/or delivery of movable goods with the same Seller, without our having to refer to them again in each individual case. These Terms and Conditions of Purchase shall also be deemed to apply to contracts for the sale and/or delivery of services, if and to the extent that we have expressly consented to their application in writing. This requirement of consent shall apply in any case, for example even if Hilscher accepts the delivery of the supplier without reservation in knowledge of the supplier’s general terms and conditions. Individual agreements made with the Seller in individual cases (in-cluding collateral agreements, modifications and amendments) shall in any case have priority over these Terms and Conditions of Purchase. A written contract or our written confirmation shall be authoritative for the content of such agreements. Legally relevant declarations and notifications to be made by us to the Seller after conclusion of the contract (e.g. setting of deadlines, reminders, declara-
tion of withdrawal) must be made in text form to be effective. References to the applicability of statutory provisions shall only have clarifying significance. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these Terms and Conditions of Purchase.

§ 2 Conclusion of contract

The Supplier shall point out obvious errors in the order to Hilscher for the purpose of correction before acceptance; otherwise the contract shall be deemed not to have been concluded. The supplier is obliged to confirm Hilscher’s order in writing within a period of 5 days or to execute it without reservation by dispatching the goods (acceptance).

§ 3 Delivery Time and Delay in Delivery

If the delivery time has not been specified in the order and has not been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. The supplier is obliged to inform Hilscher immediately if it becomes aware that it will not be able to comply with agreed delivery times - for whatever reasons. Fifty to be in default, Hilscher may, in addition to further legal claims, demand a lump-sum compensation for the delay caused by the delay in the amount of 0.5% of the net price per completed calendar week, but in total no more than 3% of the net price of the goods delivered late. Hilscher reserves the right to prove that Hilscher has suffered a higher damage. The supplier reserves the right to prove that Hilscher has not suffered any damage at all or that the damage is significantly lower.

§ 4 Performance, Delivery, Transfer of Risk, Default of Acceptance

Without Hilscher’s prior written consent, the Supplier is not entitled to have the performance owed by it ren-dered by third parties. The supplier shall bear the procurement risk for its services, unless it is a custom-made product. Delivery shall be made “free domicile” within Germany to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made to Hilscher’s place of business in Hattersheim am Main. The respective place of delivery is also the place of per-formance (obligation to deliver). The delivery shall be accompanied by a delivery bill stating the date, the con-tents of the delivery as well as Hilscher’s order identification. If the delivery bill is missing or incomplete, Hilscher shall be entitled to demand delays in processing and rectification, proof of, and the reasonable costs of the goods shall pass to Hilscher upon delivery at the place of performance. Insofar as an acceptance has been agreed upon, this shall be decisive for the passing of the risk.

§ 5 Prices and terms of payment

All prices are inclusive of statutory value added tax. The price includes all services and ancillary services of the supplier including possible transport costs and insurances. The supplier shall take back packaging mate-rials and parts on Hilscher’s request. The price is due within 30 calendar days after complete delivery and performance (if applicable with acceptance) as well as receipt of a proper invoice. If Hilscher makes the payment within 14 calendar days, the supplier shall grant a 3% discount on the net amount of the invoice. In case of early de-livery, however, the term of payment shall be according to Hilscher’s confirmation date. Hilscher shall not be liable for any interest on loss and accrued profit at Hilscher’s discretion. The supplier’s right to require payment in any case. The supplier shall only have a right of set-off or a right of retention due to counterclaims that have been legally established or are undisputed.

§ 6 Confidentiality and Retention of Title

Documents handed over by Hilscher remain the property of Hilscher and are to be used exclusively for the contractual performance. The documents are to be kept secret from third parties, even after termination of the contract. The foregoing provision shall apply accordingly to substances and materials provided by Hilscher to the supplier. The transfer of the goods to Hilscher shall be unconditional and without consideration of the payment of the price. In any case, all forms of extended or prolonged retention of title are excluded, so that a retention of title validly declared by the supplier, if applicable, is only valid until payment of the goods delivered to Hilscher and for these.

§ 7 Defective Delivery

Hilscher shall be entitled to claims for defects without limitation even if the defect remained unknown to Hilscher at the time of conclusion of the contract due to gross negligence. The duty to examine and test the goods delivered applies accordingly during the limited warranty period. Further, the supplier shall immediately inform Hilscher in writing about any developments that may affect the safety of the product. The supplier shall also inform Hilscher immediately, if the delivery contains defective components or documents (material data sheet) on including the delivery papers as well as a quality control by sampling. As far as an acceptance has been agreed upon, there is no obligation to inspect. A complaint within 5 working days shall be deemed to have been made immediately and in due time. The costs incurred by the supplier for the purpose of inspection and rectification shall be borne by the supplier even if it turns out that there was no defect. Hilscher’s liability for defects in cases of unjustified request for rectifica-tion of defects shall remain unaffected; in this respect, however, Hilscher shall only be liable if Hilscher has recognized or grossly negligently failed to recognize that there was no defect.

§ 8 Supplier recourse

The supplier shall be entitled to recourse claims within a supply chain without limitation in addition to the claims for defects. Hilscher shall be entitled to demand that the defect is repaired or replaced free of charge by the Supplier. Hilscher shall notify the supplier and request a statement. If the statement is not made within a rea-sonable time, the supplier shall be obliged to prove the contrary. The claims arising from supplier’s recourse shall also apply if the goods have been further pro-cessed by Hilscher or one of its customers before being sold to a consumer, e.g. by incorporation into ano-ther product.

§ 9 Provider’s Liability

If the supplier is responsible for a product damage, he shall indemnify Hilscher to this extent against claims of third parties. Within the scope of its indemnification obligation, the supplier shall reimburse Hilscher for ex-penses pursuant to §§ 683, 670 BGB (German Civil Code) resulting from or in connection with a third party claim including recall actions carried out by Hilscher. The Supplier shall take out and maintain a product liabil-ity-insurance with a lump sum coverage of at least EUR 7.5 million per person/property damage.

§ 10 Product discontinuation, product changes

If Supplier intends to discontinue the production of the Products purchased by Hilscher from Supplier or spare parts therefor, Supplier shall inform Hilscher in writing at least 6 months in advance and at the same time grant Hilscher the possibility to take out sufficient final insurance coverage. For the delivery of the products within the scope of the final covering the condi-
tions agreed between the parties shall apply accordingly. Likewise, Supplier shall inform Hilscher at the latest 3 months in advance about product changes (e.g. chang-es in the function, in the product process, in the design, in the components);

§ 11 Quality and Environmental Management

The supplier shall observe environmental protection and shall apply and further develop a suitable, state-of-the-art quality and environmental management system (e.g. according to DIN EN ISO 9001:2008 or DIN EN ISO 14001:2004). Proof of this will be provided upon request. In addition, he undertakes to manufacture the con-tractual products to be delivered in compliance with all statutory regulations (safety and legal regulations, respectively ISO, EN, DIN, VDE regulations, the Equipment and Product Safety Act. In particular, he shall observe and comply with the RoHS Directive 2011/65/EC, the REACH Regulation EC No. 1907/2006 and the WEEE Directive (2012/19/EU). The supplier guarantees that the contractual products do not com-prise any hazardous substances (e.g. according to the Chemicals Prohibition Ordinance, the Battery Ordinance, the Packaging Ordinance or EC Regulation 2037/2000/EC) or exceed permissible substance concentrations. This applies in particular to the substances on the candidate list of the REACH Regulation, as amended. The supplier shall be responsible for the environmental compatibility of the products supplied and for the envi-ronmentally compatible disposal of the components/materials/packaging supplied by him. He shall be liable for violations of the statutory environmental protection and take-back requirements (e.g. according to the ElektroG) and shall also be liable for any consequential damage resulting therefrom. Supplier shall provide Hilscher with a copy of the safety data sheet. The supplier shall be obliged to update this safety data sheet in due time (in particular in case of changes) and shall ensure that Hilscher receives an up-to-date copy in each case. He shall provide a certif-icate-of-composition (material data sheet) of the delivered products upon first request. Upon request, the sup-piler shall inform Hilscher in writing about the material composition of his delivery items. Suppliers undertakings are not limited to the respective statutory regulations on the treatment of employees, environmental protection and occupational safety, as well as the provisions of the Dodd-Frank Act on so-called conflict minerals and the Code of Conduct of the Electronics Industry Citizenship Coalition (EICC). In doing so, the Supplier shall observe human rights, the right to collective bargaining, the abolition of forced labor and child labor, the elim-ination of discrimination in hiring and employment, and the prevention of corruption.

§ 12 Statute of Limitations, Choice of Law, Place of Jurisdiction

Insofar as acceptance has agreed, the limitation period shall commence upon acceptance. Claims arising from defects of title shall not become statute-barred beyond that in any case as long as the third party can still assert the right against Hilscher. The law of the Federal Republic of Germany shall apply to all legal rela-tions between Hilscher and the Supplier to the exclusion of the UN Convention on Contracts for the Interna-tional Sale of Goods (CISG). Place of jurisdiction is Frankfurt am Main. Amendments and supplements to the contract must be made in writing. This also applies to the amendment or cancellation of this clause. Pursuant to Section 33 of the German Federal Data Protection Act (BDSG), the Supplier is informed that personal data relating to him will be stored.

This text is a translation from the authoritative Terms of Purchase in the German language.