

PROPOSAL FOR UNIFORM PURCHASING TERMS AND CONDITIONS OF ALL THE GERMAN COMPANIES BELONGING TO THE BORBET (GROUP)

GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE BORBET GMBH, BORBET SACHSEN GMBH, BORBET THÜRINGEN GMBH, BORBET VERTRIEBS GMBH

1. SCOPE OF APPLICATION

- 1.1 The following Terms and Conditions are applicable to natural or legal persons or partnerships with legal capacity who, when concluding this contract, act in the exercise of their commercial or self-employed professional activity (entrepreneurs). Our Terms and Conditions of Purchase apply exclusively. Conflicting or deviating terms and conditions of the respective contractual partner shall not be recognized; this shall also apply if we do not expressly contradict the terms and conditions of the respective contractual partner. Our Terms and Conditions of Purchase shall also apply to all future transactions with the respective contractual partner. Upon performance of our order, our Terms and Conditions of Purchase shall be deemed to having been accepted without restriction.
- 1.2 Any deviations from our Terms and Conditions of Purchase shall apply only, if these deviations are made in writing to the respective contract and have been confirmed by us in writing. The same shall apply to the use and incorporation of delivery conditions by the respective contractual partner.

2. CONCLUSION OF CONTRACT

- 2.1 Orders, agreements and changes shall only be binding, if they are made or confirmed by us in writing. The written form requirement shall be deemed to have been complied with in the case of a delivery in text form (e. g.: e-mail, fax), unless a different provision has been expressly made. This shall also apply, if other provisions of these Terms and Conditions of Purchase require compliance with the written form. Orders must be con-firmed in writing within five days. Correspondence is to be entered into with the ordering purchasing department. Agreements with other departments require the express written confirmation of the ordering purchasing department in the form of a contract supplement, insofar as agreements are to be made to change provisions of the contract.
- 2.2 The respective contracting party shall treat the conclusion of the contract confidentially. With respect to third parties, the contracting party may only refer to us as a contractual partner after our express written consent.

3. PRICES

- 3.1 The price stated in the order is binding and represents a fixed price. The fixed price is net of the respectively valid value added tax and is understood to be free to the place of use, including packaging and shipping costs. If a price is agreed „ex works“ or „ex warehouse“, we only accept the most favourable shipping costs. All costs (including loading and excluding haulage) incurred until handover to the carrier shall be borne by the respective contracting party. The nature of the pricing does not affect the agreement regarding the place of performance.
- 3.2 We reserve the right to accept multiple deliveries.

4. TERMS OF PAYMENT

- 4.1 Unless otherwise agreed in writing, we shall pay within 14 days after delivery and receipt of invoice with a 3% discount, or by the end of the month following the respective month in which delivery and receipt of invoice have taken place.
- 4.2 Payments do not constitute an acknowledgement of the correctness of the invoice and/or the conformity with the contract of the service.
- 4.3 Without our prior written consent, which may only be refused for a good cause, the respective contractual partner shall not be entitled to assign his claim against us to third parties or to have it collected by a third party. The consent shall be considered to have been granted for assignments made on the basis of an extended retention of title.

5. TRADE PROVISIONS

Unless otherwise agreed, the most recent version of INCOTERMS, as stipulated by the International Chamber of Commerce, shall apply to the interpretation of the agreed commercial clauses.

6. CERTIFICATES OF ORIGIN, EXPORT RESTRICTIONS, CUSTOMS TARIFF NUMBERS

- 6.1 The respective contractual partner shall provide the proofs of origin requested by us with all necessary information and shall make them available to us duly signed without delay.
- 6.2 The respective contractual partner shall inform us with immediate effect after receipt of the order, but at the latest before delivery, whether a delivery item is subject to any restrictions, in whole or in part, which we must observe when exporting from Germany or importing it from abroad. Such information shall be provided on the respective delivery notes in writing together with the respective item of goods.
- 6.3 In addition, the contractual partner must state the statistical goods number (customs tariff number KN) for each delivery note item.
- 6.4 In addition, the respective contractual partner shall inform us promptly of any subsequent changes to the information provided as stipulated in Clauses 6.2 and 6.3.

7. DELIVERY DATES, DELAY IN DELIVERY

- 7.1 The delivery time stated in our orders shall have a binding effect.
- 7.2 If the contractual partner realizes that the agreed deadlines cannot be met, irrespective of the reason, we are to be informed with immediate effect in writing of the failure to meet the deadline.
- 7.3 In the event of delay to performance on the part of the contractual partner, we shall be entitled to withdraw from the contract and demand compensation for damages instead of performance after the unsuccessful expiry of a reasonable period of grace granted to us. Any further legal claims shall remain unaffected.
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8. QUALITY, LIABILITY FOR DAMAGE

- 8.1 The contractual partner warrants that the products or services supplied by him comply with the currently accepted technical rules. In particular, he assures that his deliveries comply with the regulations on technical safety, work safety and environmental protection in the relevant legislation, ordinances and regulations of authorities and trade associations as well as the special contractual agreements.
- 8.2 We shall be entitled to the statutory claims for liability for defects in full.
- 8.3 Claims for liability for defective goods shall become statute-barred after 24 months from the passing of risk. Warranty claims for defective spare parts and for commercial goods, which are specifically designated as such in the contract, become statute-barred after 24 months from commissioning or delivery to the customer, but at the latest three years after delivery to us.
- 8.4 Insofar as we are responsible for examining the deliveries and services and notifying defects in commercial dealings pursuant to section 377 (1) of the German Commercial Code (HGB), investigations and notification of defects shall be deemed to have been carried out in due time, if they take place within two weeks of delivery. Notification of a defect, which only becomes apparent at a later date, shall be deemed to have been made in a timely manner, in accordance with section 377 (3) of the German Commercial Code (HGB), within two weeks after discovery of the defect.

9. DRAWINGS AND OTHER DOCUMENTS, TOOLS

- 9.1 All execution documents, devices, tools, models, etc., which have been provided by us to the respective contractual partner, remain our property and are to be carefully stored for the duration of the execution of the contract at the expense of the respective contractual partner. They may only be used for contractually agreed purposes and made accessible to third parties only in this regard. The above-mentioned items shall be either returned to us or destroyed at our discretion upon our first request, in particular after the execution of the contract. The contractual partner's rights of retention in this respect are excluded.
- 9.2 For tools and other means of production that we have paid for, the regulations under Clause 9.1 apply accordingly. Such tools or means of production may not be scrapped or made accessible to third parties, in particular for the purpose of production, without our written consent.
- 9.3 We reserve all rights to drawings and products, that have been manufactured in accordance with our specifications, and to processes that have been developed by us.

10. DELIVERY AND SHIPPING SPECIFICATIONS

The respective delivery and shipping instructions stated by us must be observed.

11. APPLICABLE LAW

In addition to the individual contractual provisions agreed in each case and the provisions of these Terms and Conditions of Purchase, all legal relations between us and the respective contractual partner shall be governed exclusively by the law of the Federal Republic of Germany, which is authoritative for the legal relations of domestic persons, to the exclusion of foreign law. The uniform UN Convention on Contracts for the International Sale of Goods does not apply.

12. CODE OF CONDUCT

With the conclusion of the contract, the contractor undertakes to comply with the Code of Conduct for all companies in the BORBET Group („Code of Conduct“ for the BORBET (Group) and its suppliers). This „Code of Conduct“ is an integral part of the present General Terms and Conditions of Purchase. Its policies are available at:
<https://www.borbet.de/medien/files/d20c412785.pdf>

13. PLACE OF PERFORMANCE, PARTIAL EFFECTIVENESS, JURISDICTION

- 13.1 The place of performance for deliveries and services shall be the registered office of (note: insert the name of the respective company)
- 13.2 Should individual provisions be or become invalid, this shall not affect the validity of the contract or the validity of the remaining provisions.
- 13.3 The place of jurisdiction is, at our discretion, the registered office of the contractual partner, the court responsible for us or the place of performance. This also applies to liabilities for bills of exchange and cheques.



BORBET GmbH
CEO BORBET GmbH
Burkhard Plett, Bernhard Nagl



BORBET Sachsen GmbH
Managing Director
Dr. Andreas Güntner



BORBET Thüringen GmbH
Managing Director
Dr. Andreas Güntner



BORBET Vertriebs GmbH
Managing Director
Burkhard Plett

ANNEX TO THE TERMS AND CONDITIONS OF PURCHASE OF THE BORBET GROUP GUARANTEE OF INFORMATION SECURITY BY SUPPLIERS

1. In the course of the cooperation and / or provision of services, the supplier is responsible for maintaining an appropriate level of information security and the relevant state of the art. If applicable, the supplier shall also ensure compliance with the requirements of the EU GDPR. The supplier shall prove this either by means of a valid information security certification (e.g. in accordance with ISO 27001 or VDA ISA) or by means of a corresponding self-disclosure before the start of the business relationship and, upon request, also during the business relationship within a reasonable period of time.
2. The Supplier shall ensure the availability, integrity, authenticity and confidentiality of its information technology systems, components and systems, components and processes as well as all information and data in order to prevent, identify, evaluate and rectify information security-relevant disruptions in the contractual services.
3. The Supplier is obliged to protect all information, systems and, if applicable, means of access of the Client from access by means of appropriate technical and organizational measures against access and knowledge by unauthorized persons and to check the effectiveness of these measures at regular intervals. The Supplier shall provide information, system accesses and, if applicable, means of access exclusively in accordance with and for the fulfillment of its obligations towards the obligations to the Client and only make them accessible to those employees who are authorized to use the information, system access and, if applicable, means of access for the purpose of fulfilling the obligations towards the client and, for their part are subject to an obligation of confidentiality, possibly on the basis of an employment relationship. The Supplier shall not make the Client's information, system access and, if applicable, means of access directly or indirectly accessible to third parties. No third parties within the meaning of the regulation are subcontractors used, provided that they are subject to a confidentiality obligation and have an appropriate level of information security.
4. If the supplier processes personal data on behalf of the client (e.g. by giving the supplier access to personal data, among other personal data, among other things), the necessary data protection agreement (in particular the required data protection agreement (in particular the data processing agreement) must be concluded before The Supplier warrants that the processing of personal data takes place exclusively in the EU/EEA area (scope of application of the EU GDPR) within the meaning of Art 44 et seq. of the GDPR. Any deviations from this must be expressly agreed with the Client in writing.
5. The Supplier shall remedy any deficiencies in information security within a reasonable period of time or, in the event of increased risk or danger immediately. At the request of the Client, the Supplier shall provide suitable evidence to improve information security and remedy weaknesses or deficiencies, e.g. reports of audits of the service provider by an independent qualified third party after deficiencies in information security have been identified..
6. The obligation to maintain the confidentiality of the Client's information shall apply for a period of 5 (in words: five) years, even after any termination of the contractual relationship. Upon termination of the contract, the Supplier shall either delete and return the information received from the Client or - insofar as statutory retention obligations exist - continue to ensure the obligation of confidentiality in technical and organizational terms.