

General Terms and Conditions of Purchasing and Ordering of Ingpuls GmbH (hereafter referred to as “INGPULS”)

Unless individual deviations are agreed in a specific case, the following General Terms and Conditions of Purchasing and Ordering apply exclusively to all orders placed by INGPULS when trading with companies and entrepreneurs.

They also apply when agreeing trade terms, particularly Incoterms.

INGPULS is bound by possible deviating conditions or statements to the contrary by the contractor, only if and to the extent that they were expressly agreed to in writing. Such deviating conditions or statements to the contrary by the contractor are hereby expressly rejected. Silence about such deviating conditions does not count as recognition or agreement.

I. Subject matter of the contract

The subject of the contract is an order placed in writing by INGPULS. Deviations from this are approved and become subject to a payment obligation only through a written confirmation by INGPULS. This applies in particular to deviations in quantity, type, and quality of the goods.

II. Delivery time

1. The contractor must inform INGPULS in writing of delays in delivery and service, and this must be
 - a. immediately that they become known,
 - b. but no later than the due delivery time.
2. If the delivery/service does not take place punctually – even where there is no fault – then INGPULS has the right
 - a. to withdraw from the contract after granting a reasonable grace period; INGPULS may restrict the withdrawal to partial deliveries.
 - b. to demand a contractual penalty of 0.25% for each commenced working day of the delay, to a total maximum of 5 % of the net total order value, if the due date or the period was exceeded for reasons for which the contractor is responsible; in deviation from § 341 paragraph 3 BGB (German Civil Code) it is sufficient if INGPULS claims the contractual penalty with the final payment.
3. Other contractual or statutory rights and the assertion of damages caused by delay remain unaffected.

III. Duty to inspect and report complaints

1. Duties or obligations to inspect and report complaints do not exist until a delivery or service is complete.
2. The contractor recognises that INGPULS

- a. performs its incoming goods inspection correctly as long as INGPULS performs random sampling to a reasonable extent
 - i. in terms of identity, weight, dimensions, and appearance of the delivered object
 - ii. immediately after delivery or provision of service, and
 - iii. within 14 days at the latest.
 - b. is not obliged to undertake technical functional testing or other investigations.
3. INGPULS must report defects in the delivery/service which are discovered by the above-mentioned investigations
 - a. for obvious defects: immediately, and within 14 days at the latest,
 - b. for hidden defects: within 14 days of discovery at the latest.

IV. Warranty

1. The contractor is aware that INGPULS is a company involved in medical technology, aerospace, the automotive industry, etc., and that in such cases more demanding requirements apply in terms of quality of the goods.
2. The contractor warrants that the delivery or service provided has no defects, especially with regard to the requirements arising from section IV. 1., and that it complies with the official and statutory requirements, even when a custom-made product is involved.
3. For deliveries or services which do not comply with the requirements as per section IV. 2., INGPULS has the choice of a claim for subsequent fulfilment – where necessary by using other designs or material combinations – or the right to withdraw, or the right to reduce the price. At the choice of INGPULS, subsequent fulfilment is provided through the rectification of the defect or the delivery of goods which are free of defects. Claims because of a defective delivery or service as per the statutory and contractual provisions remain unaffected.
4. In an emergency, the contractor must use multiple shift operation, overtime, or holiday working to provide subsequent fulfilment, if this is necessary for urgent operational reasons existing at INGPULS, and as long as it can reasonably be expected of the contractor. The contractor must bear all costs of the rectification of the defect and/or replacement delivery, including the costs for investigation and identification of the defects, and costs caused by dismantling.
5. Rejected parts remain available to INGPULS until they are replaced, as long as this situation does not impede subsequent fulfilment; the parts become the contractor's property through fault-free replacement in situ.

6. If the contractor is in default on his obligation to provide subsequent fulfilment, then at the contractor's expense INGPULS may perform the subsequent fulfilment itself or have it performed by third parties, or itself arrange an additional delivery.
7. The limitation period for the assertion of claims for defects is 36 months from transfer of risk. The limitation period is extended by the period for measures for subsequent fulfilment by the contractor, from the receipt of the INGPULS notification of defects until the contractor advises in writing that the measures are complete or in writing refuses to perform further subsequent fulfilment. In the case of subsequent fulfilment by INGPULS as per section IV. 6., the limitation period is extended by the time for completion of the subsequent fulfilment.
8. The regulations regarding recourse along the supplier chain, especially §§ 445a, 445b, 478, 479 BGB (German Civil Code), remain unaffected.

V. Product liability, recall, insurance

1. If, arising from product liability, there is a compensation claim by customers or third parties against INGPULS, regardless of the domestic or foreign legal basis, then the contractor indemnifies INGPULS for such claims including the costs of the related legal defence, to the extent that he caused the damage, and – if strict liability law applies – that he is responsible for the circumstances creating liability.
2. Within the liability as per section V. 1., the contractor is also obliged to reimburse necessary and reasonable expenses which result from the goods not being safe, and especially for a recall; however, possible contributory negligence by INGPULS has to be taken into account.
3. If a contractual partner has indications that a product recall action for the end product might be necessary because of one of the contractor's products, then he must immediately inform the other contractual partner of the reasons for this, and provide the documents supporting this perspective. The other contractual partner must immediately provide an opinion on the indications and on the potential recall action. If the contractual partners do not come to a written agreement regarding the necessity, scope, or cost of a recall action, then one contractual partner has the right to set a date for a joint meeting at short notice which shall be mandatorily attended by each party's representatives authorised to make decisions. If one of the contractual partners does not adhere to this schedule, he shall not be entitled to claim to the other party that the recall action was objectively necessary or unnecessary, unless the other party failed to recognise this, either through intent or gross negligence.
4. The contractor must provide INGPULS with all necessary information and any assistance needed by INGPULS – in particular if INGPULS is subject to measures by the market surveillance authorities pursuant to the provisions of the Product Safety

Act – in order to avoid corresponding measures and actions by the authorities. Costs or expenses which may be incurred by the contractor are not reimbursed.

5. The contractor must take out product liability insurance, and provide evidence of this.

VI. Drawings, documentation, confidentiality, customer protection

1. All drawings and documentation which are provided remain the property of INGPULS. They must not be used for other purposes or passed on to third parties. A breach of this makes the contractor liable to pay compensation for damages.
2. All technical data and other commercial and technical details not in the public domain which become known to the contractor within the framework of the business relationship with INGPULS must be kept secret. They must be used only for executing the orders placed by INGPULS, and must be made accessible only to those of the contractor's employees whose inclusion in the order execution is necessary according to the contractor's operational circumstances. The contractor will obligate such employees to strict secrecy as per paragraph 1.
3. For every breach, the contractor is obliged to pay a contractual penalty to the net value of the order; a plea of continuation of offence is excluded. The right to further claims remains unaffected.
4. The contractor is not authorised to use knowledge gained from the business relationship with INGPULS through making direct contact with, or recruiting, customers of INGPULS.
5. Any subcontractors shall be obligated accordingly, as per the previous sections.

VII. Remuneration and payment

1. Invoices must show the order number, the exact designation and quantity of the delivered goods, as well as the price per item or quantity.
2. Unless deviating agreements are made, payments are made as bank transfers without deduction within 30 days, calculated from the receipt of the performance in return, receipt of the invoice after provision of the performance in return, or a later time point to be specified by the supplier. This applies correspondingly to part payments.
3. The issue of the transfer order determines whether the payment has been made on time. If payment deadlines fall on a Saturday or Sunday or on a statutory holiday, then the next following workday counts as the payment date.

4. Payments do not imply any recognition of prices, conditions, or contractual conformity of the delivered goods. Until the contract has been completely and correctly, payment may be withheld to a reasonable extent.

VIII. Reservation of title

1. The contractor has the right to a reservation of title which he may have claimed, as long as this is nullified through the payment of the remuneration agreed for the delivered goods (reserved goods) and INGPULS is authorised to resell them in the ordinary course of business.
2. If a reservation of title as per section VIII. 1. is effectively agreed, then - as security instead of the reservation of title in the event of further processing and resale, - INGPULS hereby assigns to the contractor the claim of INGPULS against its customers arising from a resale of the newly manufactured goods using the reserved goods. This claim will be to the amount of the invoiced value of the respective reserved goods supplied by the contractor. If the claims against the customers of INGPULS are included in a current invoice, the assignment relates to the corresponding portion of the balance, including the closing balance from the open account.
3. The contractor already hereby assigns the claims assigned as per section VIII. 2. back to INGPULS, namely subject to the condition precedent that INGPULS pays for the respective invoiced reserved goods.
4. INGPULS is authorised to collect claims assigned to the contractor. A withdrawal of the authorisation is effective only if INGPULS breaches payment obligations arising from the transaction which forms the basis of the delivery of the respective reserved goods. Subject to this condition, the contractor may also require that INGPULS informs him of the assigned claims and the debtor, and advises the debtor of the assignment, or the contractor may do this himself.

IX. Minimum Wage Law

The contractor undertakes to comply with all obligations placed upon him through the German Minimum Wage Law or similar laws in other countries. The contractor further undertakes to engage only those subcontractors who have undertaken to him that they will comply with the obligations placed upon them through such laws. If INGPULS requires, the contractor is obliged to provide appropriate evidence of compliance with such laws. The contractor undertakes to indemnify INGPULS for all claims and expenses arising from a claim under § 13 Minimum Wage Law or similar laws in other countries for failure to pay the minimum wage to the contractor's own employees or to employees of subcontractors. In the event of the supplier breaching the obligations arising from such laws, INGPULS also has the right to terminate the contract extraordinarily and immediately for good cause.

X. Place of performance, assignment, written form

1. The place of performance is Bochum.
2. The contractor may transfer his contractual rights to third parties only with the advance written agreement of INGPULS.
3. Modification and additions to these conditions must be made in writing. This shall also apply to agreements to the effect that the above-mentioned written form requirement is abandoned.

XI. Applicable law, place of jurisdiction

1. The contractual relationship is subject to the laws of the Federal Republic of Germany.
2. If the contractor is domiciled outside Germany, then the United Nations Convention on the International Sale of Goods (CISG) applies, with the following special provisions: Amendments to the contract, or withdrawals from the contract, must be made in writing. This shall also apply to agreements to the effect that the above-mentioned written form requirement is abandoned. In the event of a culpable breach of contract, the contractor is also liable for the damages which were unforeseeable at conclusion of the contract. In the event of delivery of goods which do not conform to the contract, INGPULS may require a replacement delivery from the contractor if the non-conformance represents a significant breach of contract. A breach of contract is deemed to be significant, for example, when the goods are manufactured or marketed only by the contractor, or for another reason it is unacceptable to INGPULS to obtain the goods from a third party. In the event of delivery of goods which do not conform to the contract, INGPULS may state its withdrawal from the contract if the non-conformance represents a significant breach of contract. A breach of contract is deemed to be significant, for example, when the damages can be assessed only with difficulty or not at all, when non-material damage has occurred, when a claim for damages as per article 79 V CISG is excluded, when trust in the contract's reliability is permanently damaged in the event of continuing obligations, or when the non-conformance of the goods reaches such a level that it is no longer possible to sell the goods in the normal course of business.
3. For both parties, the place of jurisdiction, including bills of exchange and cheque litigation, is Bochum. However, INGPULS retains the right to sue the contractor at the places of jurisdiction which apply to the latter.

XII. Severability

Should any provision of these Terms and Conditions be or become invalid, the legal validity of the remaining provisions shall not be affected. In place of the invalid provision, a valid

provision shall then be deemed to have been agreed upon which in terms of content comes as close as possible to the purpose of the invalid provision.

XIII. German version shall prevail

These General Terms and Conditions of Purchasing and Ordering shall be interpreted in accordance with German law. If the legal meaning of a translation differs from the German legal meaning, the meaning of the German text shall prevail.

Bochum, 17 December 2020