

General Purchasing Terms and Conditions IMS Connector Systems Group

The following terms and conditions shall be valid exclusively for all – also future – purchase orders of any kind if no other written agreement has been made. Deviating **standard business conditions** of the supplier shall only be valid if we agree to these in writing.

1. Orders and agreements shall only be binding if they have been executed in a written form.

The supplier shall confirm the order in writing within ten (10) days after the date when we place our order. Beyond this delay we shall no longer be bound to the order.

2. The **prices** mentioned are fixed prices, packing included, plus the value-added tax valid at the date of invoicing, and they are quoted with free delivery to our site.
3. The **delivery date** stated is the date at which the goods shall have to reach our site. Should the supplier become aware that he shall not be able to deliver all or part of the goods in due time, he is to inform us immediately of the reasons and the presumed duration of the delay. The obligation to keep to the delivery date shall remain unaffected.

Should the supplier fall **behind schedule**, we shall be able to claim a contract penalty amounting to 1 % of the purchasing price per commenced week of delay, up to 5 % of the purchasing price at the most.

In cases of **acts of God**, legal strikes and lock-outs, operative disturbances or other obstacles that are unpredictable, extraordinary and for which we cannot assume responsibility, we shall be released from the obligation of taking over the goods as long as the disorder lasts. We shall inform the supplier immediately of the dates when the disturbances begin and end. Should the acceptance of the goods thus be delayed by more than one month, we shall have the right to withdraw from the contract regarding the delivery that is affected by the disturbance to take over the goods.

4. The goods are to be packed in accordance with standard commercial practice or according to our packing instructions. The supplier shall be liable for damages caused by defective packing.

The supplier shall be obliged upon demand to take the **packaging** back to the place of supply. In lieu of this, we shall have the right to reasonably charge him for the costs of its disposal.

5. If not otherwise agreed, the **risk** shall be transferred to us as soon as the goods have been delivered in good order to the address of delivery.
6. The **invoice** is to be sent to us separately for each order indicating our order number. As soon as the goods have been fully received as per agreement, we shall pay within 14 days after receipt of the invoice with 3 % discount, 30 days after receipt of invoice with 2 % discount or 90 days net after receipt of invoice.
7. A **right to retain** the goods on the part of the supplier shall only apply in case of undisputed, recognized or legally ascertained counterclaims.
8. The supplier shall **warrant** – irrespective of assumed guarantees – that the supplied object is faultless when handed over to us, that it has the guaranteed features and complies with the latest state of the art, the relevant laws, protection and accident prevention regulations as well as with the usual technical standards (e.g. DIN, VDE, VDI, Ex-directives). In case of varying adaptations, the German version shall be the authoritative one.

9. After receiving the goods, we shall examine these regarding obvious **shortcomings**, their identity, lacking amounts as well as externally recognizable transport damages. There shall be no farther reaching obligation to inspect the goods. Should there be any defects or other deviations, we shall indicate these to the supplier within a reasonable delay. We shall claim hidden faults within a reasonable delay after they have been discovered. The supplier shall therefore renounce to the objection of belated notification of defects.

In case of defects, we shall be allowed, at our discretion, the legal rights of warranty. In urgent cases or after unsuccessful expiration of a reasonable period of grace, we shall be able to eliminate the defects on our own or by a third party at the supplier's cost.

The warranty period shall principally last 36 months starting from date of delivery. Longer legal warranty periods remain unaffected. Parts that have been replaced shall underlie the legal warranty period anew.

10. Should we be claimed against for **product liability**, the supplier shall have to indemnify us in so far as if he were directly liable himself. In these cases, he shall have to reimburse us for the costs that have arisen due to measures of loss prevention (e.g. product recalls); this shall also apply in case of recognizable and threatening defects in series.

The supplier shall be obliged to cover this liability risk by means of insurance and to give us proof of the coverage upon request.

11. The supplier shall be liable that no **property rights**, other rights as well as business or operational secrets of third parties are breached by the use of the supplied goods. He shall have to indemnify us from any claims of third parties
12. Samples, models, **tools**, supplementary materials, drawings and other documents which we provide to the supplier or which he produces according to our instructions, are to be handled confidentially and shall remain our property. These may be used by the supplier neither for his own nor for third-party purposes. They are to be sufficiently insured against loss and damage. After the order has been accomplished, they are to be returned to us at the supplier's cost and risk.

The supplier has to handle the order, his deliveries and his work as a business secret. He shall be allowed to mention our company name for advertising purposes only with our previous written agreement.

13. Should commissioners of the supplier work in our plant or at one of our customers, the supplier shall have to urge them to observe accident prevention regulations, the Ex-directives, the VDI regulations and our company instructions or those of our customers.

The supplier shall be liable for all damages that he and/or his commissioners cause by intent or negligence in our plant or at our customers'. Upon request, he shall have to prove the existence of adequate liability insurance.

14. Claim for indemnity against us shall be excluded if damage has been caused by us, our legal representatives or vicarious agents by slight negligence. This exclusion of liability shall not be valid in case of damage to life, body or health and in case substantial contract obligations have been violated.
15. German law shall apply. The place of jurisdiction for all contentions resulting from or related to the business connexion shall be Freiburg. However, we shall also have the right to take legal action at the court responsible for the supplier's place of business.