

Thermokon Sensortechnik GmbH conditions of purchase

Section 1 Validity of the conditions

All orders of products and services of any kind made by Thermokon Sensortechnik GmbH (hereinafter the "Buyer") and the Supplier are exclusively subject to the following conditions of purchase. In the following, "Supplier" also refers to contractors, service providers and other contractual partners. The Buyer does not recognise any of the Supplier's conditions that oppose or deviate from these conditions of purchase unless it expressly agrees to their validity in writing.

The Buyer's conditions of purchase shall also apply to all future transactions with the Supplier even if they are not expressly agreed again.

The execution of the order shall be deemed as recognition of these conditions.

All agreements made between the Buyer and the Supplier for the purpose of executing the contract must be recorded in writing. Verbal agreements require written confirmation.

The Buyer's conditions of purchase shall also apply if it accepts the Supplier's delivery or service unreservedly with knowledge that the Supplier's conditions oppose or deviate from its own conditions of purchase. All agreements made between the Buyer and the Supplier must be recorded in writing.

Section 2 Order and order confirmation

Any technical documents, drawings, part geometries, as well as any piece specifications and other information provided by the Buyer are an essential part of the orders. The Buyer may cancel the order if the Supplier has not accepted it in writing within 2 weeks after receipt (order confirmation). If the order confirmation deviates from the order, the Buyer is only committed to the order if it has agreed to the deviation in writing. Acceptance of deliveries or services, as well as payments, does not signify consent. Passing on any orders to third parties is not permitted without the written consent of the Buyer and entitles the Buyer to withdraw from the contract in whole or in part as well as to demand compensation. In the event that the Buyer agrees, the third party shall be deemed the Supplier's vicarious agent. Changes or supplements to the order are only effective if they are confirmed by the Buyer in writing.

Section 3 Prices

The price stated in the order shall be binding. The agreed prices shall apply plus the respectively applicable statutory value added tax.

In the absence of any deviating written agreement, the price includes delivery "carriage paid". Any transport, shipping and packaging costs shall be borne by the Supplier. The return of packaging requires a special agreement.

In the event of pricing ex works or from the Supplier's sales depot, it shall be shipped at the available lowest cost unless the Buyer has stipulated a specific mode of transport. Additional costs due to not observing shipping instructions shall be borne by the Supplier.

Section 4 Delivery period

The delivery period stated in the order is binding and shall start on the date of the order unless a fixed date has been agreed.

If circumstances arise or become apparent to the Supplier that indicate that it will not be able to fulfil its contractual obligations in whole or in part or not on time, the Supplier shall be obliged to inform the Buyer immediately in writing, stating the reasons and the expected duration of the delay. If the Supplier fails to do this, it shall not be entitled to claim exemption from responsibility for the delay on the grounds of the hindrance. If the Supplier does not comply with the agreed delivery period, the Buyer shall be entitled to charge a lump-sum for damage caused by delay amounting to 1% of the outstanding delivery value per week or part week, but no more than 5% of the order value. The Buyer shall be entitled to assert higher damage; the Supplier shall be entitled to prove less damage. This shall not affect any further-reaching legal claims.

Section 5 Transfer of risk

Unless otherwise agreed in writing, the risk shall transfer upon delivery "carriage paid". In the case of deliveries involving installation or assembly and for services, the risk shall transfer upon acceptance; in the case of deliveries without installation or assembly, the risk shall transfer upon receipt at the place of receipt designated by the Buyer.

Section 6 Inspection of defects, warranty, supplier recourse

The Supplier is responsible for making sure that its deliveries and services are of the agreed quantity and quality and that the guarantee given and the acknowledged rules of technology are complied with.

The Supplier guarantees that all deliveries and services are state-of-the-art and comply with all relevant legal provisions. If deviations from these regulations are necessary on a case-by-case basis, the Supplier must obtain the written consent of the Buyer. Furthermore, the Supplier guarantees the use of environmentally friendly products and processes in its deliveries or services within the scope of economic and technical possibilities. Moreover, the Supplier guarantees the environmental compatibility of the delivered products and packaging materials. The Supplier's liability always extends to intent and any form of negligence.

Deviating from Section 438 Paragraph 1 No. 3 BGB (German Civil Code), the general statute of limitation for claims for defects shall be three years from risk transfer. The statute of limitation shall start upon approval if such approval has been agreed. The three-year statute of limitation shall also apply accordingly to claims arising from legal defects. This shall not affect the legal statute of limitation for real third-party claims for surrender (Section 438 Para. 1 No. 1 BGB). Claims arising from legal defects shall furthermore never expire by limitation as long as a third party is still enforcing such right against the Buyer, particularly on the grounds of a lack of statute of limitation.

The statute of limitation of the sale of goods law, including above extension, shall apply to all contractual claims for defects, within the legally permitted scope. If the Buyer is entitled to claim compensation for non-contractual damages on the grounds of a defect, the regular legal statute of limitation (Sections 195 and 199 BGB) shall apply, unless the application of the statute of limitation of the sale of goods law would result in a longer statute of limitation in individual cases. Statutory provisions (Sections 337, 381 HGB) shall apply to the commercial obligation to inspection and give notice of defects with the following stipulation: The Buyer's duty to investigate shall be limited to defects apparent during the incoming goods inspection when goods are visually inspected from the outside, including their delivery documentation (e.g. transport damage, incorrect or short deliveries) or which become apparent during any random quality checks. There shall be no duty to investigate if the approval of goods has been agreed. Besides, it shall depend on the actual benefit of an investigation, taking into account individual circumstances in accordance with diligent commercial judgement. The obligation to give notice of defects for defects discovered at a later time remains unaffected. Notwithstanding the duty to investigate, the Buyer's complaint (notification of defect) shall be deemed to have been made immediately and in good time if sent off within 10 days from discovery of defect and/or from delivery in the case of obvious defects.

The Buyer is entitled to the full extent of the statutory warranty claims and any claims for damages.

The Buyer shall be entitled to raise the legally stipulated claims to recourse within a supply chain (supplier recourse in accordance with Sections 445a, 445b, 478 BGB) in addition to claims for defects. The Buyer may, in particular, request the exact type of subsequent fulfilment (subsequent repair or replacement delivery) from the Supplier that it owes to its customer in each individual case. The Buyer's legal right to choose (Section 439, Para. 1 BGB) is not limited by this.

Prior to the Buyer acknowledging or fulfilling any claims for defects raised by one of its customers (including compensation for expenses in accordance with Section 445a Paragraph 1 and

Section 439 Paragraphs 2 and 3 BGB), the Buyer shall notify the Supplier and provide a brief description of the circumstances and request a written statement. Should the Supplier fail to provide a substantiated statement within a reasonable period of time and if no mutually agreeable solution is found, the actual claim for defects agreed by the Buyer shall be deemed to be owed to its customer. In this case, the Supplier shall be obliged to furnish proof to the contrary.

The Buyer's claims arising from supplier recourse shall also apply if the faulty goods have been further processed by it or another contractor, e.g. by incorporation into another product.

The Supplier is obliged to report recourse claims with its sub-suppliers immediately after assertion by the Buyer and to assign these recourse claims to the Buyer on account of performance. It must also notify any sub-suppliers of the assignment immediately. Regardless of this, the Supplier's own obligation to the Buyer remains unchanged.

Section 7 Product liability indemnity

If the Supplier is responsible for product damage with the Buyer or a third party, it shall be obliged to compensate the Buyer for any damage or to exempt the Buyer against claims for damages by third parties on first request, if the cause lies within its domain and organisation.

As part of its aforementioned liability for damages, the Supplier is also obliged to reimburse any expenses in accordance with Sections 683, 670 BGB or in accordance with Sections 830, 840, 426 BGB that arise from or in connection with a recall carried out by the Buyer. The Buyer shall notify the Supplier of the content and scope of any recalls to be carried out, insofar as possible and reasonable, and give the Supplier the opportunity to issue a statement. Other statutory claims remain unaffected.

Section 8 Property rights

The Supplier is responsible for making sure that no third-party rights are violated in connection with its delivery. If claims are made against the Buyer by a third party for this reason, the Supplier shall undertake to indemnify the Buyer from these claims at the first written request. The Supplier's indemnity obligation refers to all expenses necessarily incurred by the Buyer from or in connection with the claim made by a third party.

The Buyer shall also be entitled to obtain the necessary authorisation for delivery, commissioning, use, etc. from the holder of the property rights at the Supplier's expense.

Section 9 Reservation of title, tools, designs, samples, confidentiality

The Buyer does not recognise extended reservations of title. The same applies to contractual pledges of claims against the Buyer's customers as part of an extended reservation of title.

Materials provided shall remain the property of the Buyer and must be stored, labelled and administered separately free of charge. Use is only permitted for orders made by the Buyer. The Supplier must provide compensation in the event of depreciation or loss. A list of the materials must be handed over to the Buyer upon request. The Supplier shall carry out any processing or transforming of the material for the Buyer. If the reserved item is processed together with other items not owned by Buyer, the Buyer shall acquire co-ownership in the new item in the ratio of the value of the Buyer's goods to the other processed items at the time of processing.

The Buyer reserves the right of ownership and copyright to all illustrations, quotes, drawings, samples, models, designs, profiles, standard sheets, calculations, tools, etc., made for or provided to the Supplier. They, as well as any items made using them, may not be copied, duplicated or made available to third parties without the express written consent of the Buyer. They must be used exclusively for production. They must be secured against unauthorised inspection and use and must be concealed from third parties. After completion of the order, they must be returned to the Buyer free of charge and without being asked.

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Subject to any further rights, the Buyer can demand the return if the Supplier violates these obligations.

Section 10 Invoicing

The invoice must be submitted separately after delivery, specifying the order number shown in the order. If the invoice is received later than the goods, the date of receipt of the invoice shall be decisive for the calculation of the discount period instead of the date the goods were received. Unless partial deliveries are expressly agreed, a total invoice must be issued for each order after complete delivery.

Claims against the Buyer may only be assigned with its written agreement.

Section 11 Payments

Unless agreed otherwise in writing, payments shall be made within 30 days with a 3% discount.

The payment term begins as soon as the delivery or service has been fully provided and the duly issued invoice has been received.

Discount deductions are also permitted if the Buyer offsets the invoice or withholds payments of an appropriate amount due to defects; the payment term shall begin after the defects have been fully eliminated.

The Buyer shall be entitled to offset claims and retention rights to the extent permitted by law.

Section 12 Place of performance, applicable law, place of jurisdiction, miscellaneous

The place of performance for deliveries and services is the place of receipt designated by the Buyer. The place of performance is the Buyer's registered office.

These conditions of purchase and the entire legal relationship between the Buyer and Supplier are subject to the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

The registered office of the Buyer shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship if the Supplier is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law.

If a provision in these conditions of purchase or a provision within the framework of other agreements is or becomes invalid, the validity of all other provisions and agreements shall not be affected.