

General Terms and Conditions of Purchasing of IMS Connector Systems Group

Unless otherwise agreed, the following Conditions shall apply exclusively to all - current and future - orders and assignments. Differing **terms and conditions** of the Supplier shall only apply where we have agreed to them in writing.

1. Orders and agreements are only binding where they are in writing.

The Supplier shall confirm the order, in writing, within 2 working days of the date of our order. Following expiry of this time limit, we will no longer be bound by the order.

2. The specified **prices** are fixed prices inclusive of packaging, not including the applicable value added tax to be charged on invoicing, and apply DDP to our works as specified in the order, pursuant to Incoterms® 2020.
3. The specified **delivery date** is the date on which the goods must arrive at our works. Where the Supplier becomes aware that on-time delivery will not be possible, either in whole or in part, it shall notify us of this, without delay, specifying the reasons and likely duration of the delay. This shall be without prejudice to the obligation to comply with the delivery date.

Where the Supplier defaults on delivery, we can charge a contractual penalty in the amount of 1% of the purchase price for each week or part thereof, up to a maximum of 5% of the purchase price.

Cases of **force majeure**, lawful strikes and lock-outs, disruption of operations or other unforeseeable, extraordinary impediments for which we are not responsible, shall release us from our obligation to accept delivery for the duration of the disruption. We shall notify the Supplier of the beginning and end of the impediment without delay. Where, as a result of this, acceptance is delayed by more than one month, we are entitled to rescind the contract with regard to the delivery affected by the delay in acceptance.

4. The goods must be packed to customary commercial standards or in accordance with our packaging regulations. The Supplier is liable for damage resulting from inadequate packaging.

On request, the Supplier is obliged to take back the **packaging** at the delivery point. Alternatively, we are entitled to charge the Supplier for the reasonable cost of disposal.

5. Unless otherwise agreed in writing, the risk of the accidental destruction or deterioration of the goods shall pass to us in accordance with DDP to the delivery address (Incoterms® 2010). This also applies if, in the exceptional case, we use our own transport personnel. The delivery address is specified in the order. Where an acceptance procedure has been agreed or is required by law, the risk shall pass to us once the acceptance procedure has been successfully carried out by the person authorised by us to do so.
6. A separate **invoice** for each order must be sent to us containing the particulars of our order. Following receipt of the complete delivery of goods in accordance with the contract, we will effect payment within 14 days of receipt of invoice subject to 3% discount, within 30 days of receipt of invoice subject to 2% discount or within 90 days of receipt of invoice strictly net.
7. The Supplier only has a **right of retention** in respect of undisputed or recognised counter claims or those which have been established by a final court judgement.
8. On hand-over, the delivery item must be free of defects, possess the guaranteed characteristics and correspond to the recognised state of the art, applicable laws, health and safety regulations as well as the usual technical standards (e.g. DIN, VDE, VDI, Ex guidelines). In case of varying versions, the German version shall be authoritative.

9. The Supplier is obliged to carry out a goods outgoing inspection. On receipt, we will examine the goods as to obvious **defects**, identity, shortfalls and externally visible transport damage. There is no further obligation to examine the goods. We will notify the Supplier of any defects or other deviations within a reasonable time limit. We will give notification of hidden defects within a reasonable time limit after their discovery. In this regard, the Supplier waives its defence of late notification of defects. This goods incoming inspection shall not apply where acceptance has been agreed or is required by law.

Unless otherwise stipulated hereinafter, in case of defects we shall be entitled to the statutory rights. In urgent cases, or following expiry of a reasonable extension of time for compliance, we can rectify the defects ourselves, or have them rectified by a third party, at the Supplier's expense. Following an unsuccessful attempt to rectify the defect, we are entitled to rescind the contract and claim damages.

The limitation period for notification of defects is generally 36 months as from delivery or acceptance. This is without prejudice to longer statutory guarantee periods. With regard to replacement parts, the statutory warranty period begins afresh.

10. Where proceedings are brought against us under **product liability**, the Supplier shall indemnify us to the extent that it would itself be directly liable. In such cases, the Supplier shall reimburse the costs which we incur due to loss prevention measures (e.g. recalls); this also applies in the case of identifiable and impending serial defects.

The Supplier is obliged to insure itself against this liability risk and provide proof of cover on request.

11. The Supplier is liable for the fact that the use of the supplied goods does not infringe any intellectual property rights or other third-party rights as well as the business and trade secrets of third parties. The Supplier shall indemnify us against any third-party claims.
12. Samples, models, **tools**, materials, drawings and other documentation which we make available to the Supplier, or which the latter manufactures according to our instructions, must be treated as confidential and shall remain our property. They shall not be used by the Supplier for its own or third-party purposes. They must be sufficiently insured against loss and damage. After completion of the order, they must be returned to us at the expense and risk of the Supplier.

The Supplier shall treat the purchase order, its deliveries and work as a trade secret. Reference to our company name for advertising purposes is only permitted with our prior written consent.

13. Where authorised representatives of the Supplier work at our premises, or at our customers' premises, the Supplier shall require them to comply with the accident prevention regulations, the Ex guidelines, the VDI regulations and our operating instructions or those of our customers.

The Supplier shall be liable for all damage caused by the Supplier or its authorised representatives on our premises or our customers' premises. The Supplier shall, on request, provide proof of sufficient indemnity insurance.

14. German law applies including the UN law on the international sale of goods (CISG) of 11 April 1980. Place of jurisdiction for all disputes arising from and in connection with the business relationship is Freiburg im Breisgau, Germany. We are, however, entitled to bring actions in the court with jurisdiction over the Supplier's registered office.

As per October 2023