

# General Terms and Conditions of Purchase of QUNDiS GmbH for purchase and supply contracts

Updated Version

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## § 1 Scope of application

1. The following Terms and Conditions of Purchase are an integral part of all purchase and delivery contracts which we - QUNDIS GmbH, Sonnentor 2, 99098 Erfurt, Germany (QUNDIS or „us“ resp. „our“) - enter into with the supplier.
2. Our terms and conditions of purchase apply in particular to contracts for the purchase of movable goods (hereinafter also referred to as: goods), regardless of whether the supplier manufactures the goods himself or purchases them from his suppliers.
3. Our Terms and Conditions of Purchase shall apply exclusively; any terms and conditions of the supplier that conflict with or deviate from our Terms and Conditions of Purchase shall not become part of the contract unless we expressly agree to their validity in writing.
4. Our Terms and Conditions of Purchase shall also unrestrictedly apply if we accept the supplier's delivery without reservation and/or the knowledge that the supplier's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.
5. All agreements made between us and the supplier for the performance of the contract shall be set out in writing in the respective contract.
6. Our terms and conditions of purchase shall only apply to entrepreneurs within the meaning of § 14 of the German Civil Code (BGB).
7. Our Terms and Conditions of Purchase shall also apply to all future contracts within the meaning of Clauses 1 and 2 with the supplier.

## § 2 Offer and offer documents

1. The supplier is obliged to accept our order within a period of three (3) working days.
2. We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents; they may under no circumstances be made accessible to third parties without our express written consent. They are to be used exclusively for production on the basis of our order. After completion of the order they are to be returned to us. They must be kept secret from third parties; in this respect, the provisions in §§ 12, 15 and 17 of these Terms and Conditions of Purchase shall also apply.

## § 3 Correspondence

1. All correspondence must be sent to the relevant QUNDIS purchasing department.
2. Order-specific information must always be noted in full in all documents (letters, invoices, delivery notes, bills of lading, etc.) and in other correspondence.

## § 4 Orders

Purchase orders must be placed in writing. Telephone orders or purchase orders by means of electronic data exchange may only be accepted by the supplier informed by us if such an ordering procedure has been expressly agreed in advance with us. Any deviating acceptance of an order by the supplier shall have to be communicated to QUNDIS immediately in writing. The contract then only becomes effective with the valid written consent of QUNDIS.

## § 5 Components of the contract

Unless otherwise agreed, the following shall be deemed to be integral parts of the contract

- a. the purchase order with all attachments and, if applicable, the award protocol with all attachments,
- b. these General Terms and Conditions of Purchase of QUNDIS and, if applicable, the additional order-related terms and conditions. Amendments to these General Terms and Conditions of Purchase must be made by amending the relevant clause or by means of a clarifying annex.
- c. the Code of Conduct for Suppliers of the QUNDIS Group and all other legal regulations, such as, without being limited to, the Supply Chain Sourcing Obligations Act and data protection.

## § 6 Prices, Terms of payment

1. Agreed prices are fixed; the same applies to standard prices. The prices do not include statutory value added tax. Unless otherwise agreed, prices are understood to be free place of performance QUNDIS / place of destination QUNDIS including packaging and transport. In any case the supplier owes DDP (Incoterms 2020).
2. Invoices shall be issued in the currency stated in the order.
3. Unless otherwise agreed, the invoice shall be settled within 30 days of receipt of the defect-free goods and receipt of a valid invoice.
4. In the event of a defect, we have the right to refuse payment until receipt of a defect-free delivery.
5. We are entitled to set-off and exercise retention rights to the extent permitted by law.
6. Invoices are to be sent preferably by e-mail to rechnung@qundis.com or in one copy to:

QUNDIS GmbH  
Rechnungsprüfung  
Sonnentor 2  
99098 Erfurt Germany

An invoice must only include deliveries and/or services from a single purchase order.

7. Order-related documents (order confirmations, delivery notes, invoices etc.) which do not state the QUNDIS order number do not constitute grounds for payment claims or their due date. Furthermore, QUNDIS reserves the right to charge a processing fee of EUR 25 for order numbers which are not printed.

## § 7 Delivery time, contract disruptions, performance by third parties

1. The delivery date as stated in the order is binding. The receipt of the goods at the agreed place of receipt / at the agreed place of destination shall be decisive for the timely delivery.
2. The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent which indicate that the agreed delivery time cannot be met.
3. The supplier may only claim the absence of necessary documents to be supplied by QUNDIS if he has requested the documents from us in writing and has not received them within a reasonable period of time.
4. If the supplier is unable to provide a binding delivery date, he is obliged to provide an earliest and latest delivery date. Documents without a delivery date cannot be processed. QUNDIS reserves the right to continue to send reminders for the relevant orders.
5. In the event of a delay in delivery, we shall be entitled to the statutory claims and rights notwithstanding the above provisions.
6. The supplier is not entitled to have the service due to him performed by third parties (e.g. subcontractors) without our prior written consent. The supplier must expressly state the services he wishes to outsource in the quotation or indicate them as appropriate. The supplier bears the procurement risk for his services. Insofar as the supplier employs subcontractors - as is permissible - he must impose all obligations arising from our Terms and Conditions of Purchase on them, which does not relieve him from his liability and his supplier's liability

## § 8 Transfer of risk / title

1. The transfer of risk shall take place when the goods are handed over at the agreed place of destination, unless the parties agree otherwise.
2. Delivery must be made in accordance with Incoterms (2020) „DAP Erfurt“, whereby QUNDIS can determine the exact destination. In the case of machines and technical equipment, risk shall not be transferred until QUNDIS has confirmed the positive result of a functional test, if necessary after formal acceptance to QUNDIS.
3. Title passes upon handover.

## § 9 Quality, notices of defects, limitation period for claims for defects

1. QUNDIS will inspect the goods immediately after receipt in accordance with Section 377 of the German Commercial Code (HGB); the notice of defect will be deemed to have been given in good time if QUNDIS sends it to the supplier within a reasonable period of time calculated from receipt of the goods or, in the case of hidden defects, from their discovery.
2. If, as a result of a defective delivery, it becomes necessary to carry out an inspection of the goods which exceeds the usual scope (inspection of incoming goods as well as inspection of returned goods), the supplier shall bear the costs.
3. QUNDIS will carry out functional tests after receipt of the notification of readiness for operation. Systems and equipment with complex programs are generally subject to a functional test period of at least thirty (30) days; an appropriate functional test period applies in all cases.
4. The acceptance of deliveries or our approval of samples or specimens submitted by the supplier by QUNDIS shall not affect the supplier's liability for defects.
5. In addition to any guarantees given by the supplier, the statutory provisions on defects of the BGB (german civil code) and the HGB (german commercial code) shall apply. The supplier is aware of the intended use of his goods within the scope of QUNDIS products as well as the fact that QUNDIS must generally grant its customers a five-year limitation period for claims for defects for the products. Claims for defects therefore become time-barred not before five years after handover of the respective goods, unless the parties agree otherwise.

## § 10 Insurance

1. The supplier agrees to take out liability insurance / product liability insurance for the services to be provided and products to be delivered by him at his own expense. The sum insured must be at least EUR 10.0 million per claim. Insurance cover must exist for the duration of the cooperation between the parties and until the respective expiry of the limitation period for any claims. The insurance must also cover personal injury and property damage as well as indirect damage.
2. The supplier shall provide QUNDIS with written evidence of the conclusion of a corresponding insurance policy upon request.

## § 11 Liability

1. In the event that third parties assert claims against QUNDIS on the basis of the Product Liability Act, the Environmental Liability Act or comparable laws, including foreign laws, the supplier will indemnify QUNDIS internally upon first request, provided that the cause of the damage lies within the supplier's sphere of control and/or organisation or is otherwise attributable to the supplier.
2. The same applies if claims are made against QUNDIS by third parties as a result of the supplier's infringement of an industrial property or other copy right. These indemnification obligations relate to all expenses that QUNDIS necessarily incurs from or in connection with claims by a third party. QUNDIS is entitled, taking into account the duty of care of a prudent businessman, to obtain the approval for use of the respective delivery items from the respective entitled parties at the supplier's expense.
3. Insofar as the supplier is responsible for damage to a product, the supplier is obliged to indemnify QUNDIS against claims for damages by third parties on first demand, insofar as the cause is or was within the supplier's sphere of control and organisation as described above.
4. Within the scope of his liability for damages within the meaning of this clause (§ 11) the supplier is also obliged to reimburse any expenses pursuant to §§ 683, 670 BGB (German Civil Code) or pursuant to § 830, 840, 426 BGB (German Civil Code) resulting from or in connection with a recall action carried out by us.
5. QUNDIS shall inform the supplier of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give the supplier the opportunity to comment.

## § 12 Ownership of implementation documents etc.

1. Plans, documents, data storage media, drawings, models etc. which are made available to the supplier or to third parties working for him remain the property of QUNDIS and must be returned after completion of the work. This also applies to copies, data copies and other reproductions made by the supplier and with the consent of QUNDIS.
2. Reproductions are made for QUNDIS; QUNDIS is therefore the manufacturer and owner of the copies. Insofar as QUNDIS does not become the owner by operation of law, the supplier and QUNDIS already agree on the transfer of rights

## § 13 General safety and protection regulations / termination

1. In the course of performing the contract the supplier undertakes to comply with the relevant statutory regulations applicable to his business, in particular safety and environmental protection regulations. In the event of a significant breach of such provisions by the supplier, QUNDIS is entitled to terminate the respective contract with the supplier for good cause or to withdraw from the contract.
2. Termination or withdrawal for good cause may also be declared if the supplier fails to comply with the environmental regulations, health and safety regulations, the applicable ethical principles (cf. [www.unglobalcompact.org](http://www.unglobalcompact.org)) and the provisions on combating illegal employment to be observed by the supplier and this may have a not inconsiderable adverse effect on QUNDIS in its business operations. Such impairment is deemed to exist in particular if the public image of QUNDIS is impaired or otherwise negatively affected or could be negatively affected.
3. The supplier accepts an assessment of its environmental and occupational health and safety performance by QUNDIS (by questionnaire, audit if necessary) on the basis of corporate social responsibility.
4. The supplier must inform QUNDIS immediately and comprehensively of the nature and extent of any circumstances which, in the context of the contractual relationship between QUNDIS and the supplier, could lead to QUNDIS becoming the focus of public interest. Such circumstances include in particular accidents during transport or handling of the products or waste.
5. QUNDIS' claims for damages and all other rights due to the violation of the aforementioned provisions by the supplier shall remain unaffected.

## § 14 Product or process changes / preferential origin

Suppliers with whom permanent business relations exist are obliged to inform QUNDIS at an early stage, at least 36 months before the respective change, if they intend to make product and/or manufacturing and/or process changes with regard to products or discontinue the products purchased from QUNDIS. This obligation to inform applies equally to all changes in analytical methods which affect or may affect product certification/product certificates.

The supplier undertakes to inform QUNDIS of the preferential origin of the delivered goods in a tool provided by QUNDIS for this purpose

## § 15 Rights of use

The supplier may not use, reproduce or make available to third parties design documents provided to him for the manufacture of the delivery item for purposes outside the scope of the contract. QUNDIS reserves all rights to these and to any copies. Upon request the supplier must return the documents provided to him without delay or, at his discretion, provide QUNDIS with a written declaration that he has returned the documents in full and destroyed any copies made.

## § 16 Industrial property rights

1. The supplier warrants that no patent rights, copyrights, trademark rights or other industrial property rights of third parties of any kind in Germany or abroad will be infringed in connection with the intended use of the delivered goods.
2. The supplier shall indemnify QUNDIS on first demand against any existing or arising claims by third parties.
3. The supplier shall transfer to QUNDIS the worldwide, exclusive and unlimited right to publish, distribute, re-produce, process and otherwise exploit all ideas, concepts, drafts and designs provided by the supplier and commissioned by QUNDIS. The rights granted above extend to all present and future types of use, in particular also print advertising as well as multimedia exploitation (in particular internet presence, print, on-demand, e-book, online publishing). The transfer of rights of this provision expressly includes the right to transfer to third parties. The Supplier warrants that it holds all rights required in this respect.
4. The acquisition of the aforementioned rights shall be compensated for with the remuneration according to the respective order.
5. The supplier's references to existing business relations with QUNDIS for advertising purposes require the express, prior and written consent of the QUNDIS.

## § 17 Secrecy

1. The supplier shall be obliged to maintain secrecy with regard to all confidential information which comes to its knowledge in the course of the performance of the contract with QUNDIS, in particular with regard to operating equipment, business processes and working methods.
2. Not covered by this confidentiality obligation is generally known technical or commercial knowledge regarding QUNDIS. The duty of confidentiality also does not include such technical or commercial knowledge that has become public knowledge or was already otherwise known to the supplier without a breach of contract on the part of the supplier being the cause.

3. The confidentiality obligations shall continue to apply even after the respective contract has been completed. The confidentiality obligation expires if and to the extent that the technical or commercial knowledge it contains becomes public knowledge.
4. The supplier must impose appropriate duties of confidentiality on the personnel employed by it in favor of QUNDIS and must ensure that these are observed. The supplier is liable for all damages incurred by QUNDIS as a result of culpable breach of these obligations. The above obligations shall not apply to such information for which the supplier proves that it was known to him before receipt or was accessible to the public before receipt or became accessible to the public after receipt without his cooperation

## § 18 Applicable Law - Place of Jurisdiction - Place of Performance

1. The entire legal relationship between QUNDIS and the supplier is subject to the laws of the Federal Republic of Germany. The validity of the UN Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
2. The place of performance is Erfurt, unless otherwise specified by QUNDIS.
3. If the supplier is a merchant, the place of jurisdiction is Erfurt.
4. The place of jurisdiction for complaints by QUNDIS is also the supplier's general place of jurisdiction

## § 19 Miscellaneous

1. If QUNDIS provides the supplier with its own resources (e.g. planning services etc.), the costs for their use shall be invoiced based on the relevant transfer price list.
2. If the supplier has reservations about the materials, lifting equipment, components or services provided by third parties, he must notify QUNDIS of this in writing without delay; otherwise he will remain fully responsible for the execution of the work.
3. The supplier is aware that QUNDIS has not taken out any construction and assembly insurance.
4. QUNDIS is permitted to exercise its statutory rights without prejudice to the above provisions.

## § 20 Severability clause

Should any provision of these General Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions and the contract.



