

**General Terms and Conditions of Purchase of  
BÄR Automation GmbH,  
Gottlieb-Daimler-Strasse 6, D - 75050 Gemmingen  
for the procurement of individual parts, assemblies, services and the  
deployment of external personnel**

**BÄR**

**§1 General - Scope**

1. The following terms and conditions shall apply to all contracts concluded between BÄR Automation GmbH, hereinafter referred to as the Principal, and the Contractor concerning the purchase of goods, services and/or the use of external labour. They shall also apply to all future business relations, even if they have not been expressly agreed again.
2. The Principal's terms and conditions of purchase shall apply exclusively. Any terms and conditions of the Contractor that conflict with or deviate from the Principal's terms and conditions of purchase shall not be accepted unless the Principal has expressly agreed to their validity in writing. The Principal's terms and conditions of purchase shall also apply if the Principal accepts the services without reservation in the knowledge that the Contractor's terms and conditions conflict with or deviate from its own.
3. All agreements made between the Principal and the Contractor for the purpose of executing this Agreement shall be set out in writing in this Agreement.
4. The Principal's Terms and Conditions of Purchase shall only apply vis-à-vis entrepreneurs within the meaning of § 14 BGB.

## **§ 2 Offer - Offer documents**

1. The contractor is obliged to notify within a period of one week whether he accepts the Principal's order.
2. For illustrations, calculations, drawings, parts lists and other documents, the Principal reserves the property rights and copyrights; they may not be made accessible to third parties without the express written consent of the Principal. They are to be used exclusively for production on the basis of the Principal's order; after processing the order they are to be returned without being asked. They shall be kept secret from third parties; in this respect, the provisions of § 6 para. 4 shall apply in addition.
3. The availability of parts or the supply of spare parts must be guaranteed for a period of at least 10 years after delivery by the contractor.

## **§ 3 External Workforce**

1. If the scope of the Principal's order to the Contractor includes assembly work, commissioning and / or other work at the Principal's and / or its customers' premises, the following procedures shall be bindingly observed:
  - The dates shall be coordinated between the contracting parties in good time so that the work can be carried out without delay.
  - The Contractor's personnel shall report to the Principal's operations or installation management before commencing work and shall coordinate the scope of the work.
  - The Principal's plant or assembly management shall be authorised to issue instructions to the Contractor's employees.
  - The Contractor's employees shall inform themselves of the safety and inform the Principal or its customers about protective measures, and to observe them.
  - The personal protective equipment shall be made available by the contractor to its personnel.

- The execution of the scope of services justified in the order of the Principal shall be fully coordinated and the responsibility of the Contractor.
  
- The Contractor's installation certificates shall be submitted daily, at the latest on the next working day, to our plant or installation management for confirmation. Receipts submitted at a later date or not countersigned do not justify an entitlement to remuneration.
  
- After completion of the work, an acceptance report shall be drawn up jointly, consisting of the possible scope of rework with completion dates shown. The acceptance of the services performed by the contractor shall take place under the reservation of all rights due to hidden defects.

#### **§ 4 Prices - Terms of Payment**

1. The price stated in the order is binding.
  
2. Delivery is free of charge and includes packaging costs, unless otherwise agreed. The return of the packaging requires a separate agreement.
  
3. The order price is exclusive of the applicable statutory value added tax.
  
4. All correspondence, such as order confirmation, delivery note and invoice, from the contractor must contain the details requested by us in accordance with the order.
  
5. Invoices can only be processed by the Principal if these
  - in accordance with the specifications in the Principal's order - state the order number shown therein;the Contractor shall be responsible for all consequences arising from non-compliance with this obligation, unless it proves that it is not responsible for these.
  
6. Unless otherwise agreed in writing, our company generally offers a discount of 3% for payment within 14 days of delivery and invoicing, or net within 30 days of receipt of the invoice.

7. In the event of prevention as a result of force majeure, strike, lockouts or comparable situations, the acceptance and payment period shall be extended by the time of the prevention.

#### **§ 5 Rights of Retention, Assignment**

1. The Principal shall be entitled to rights of set-off and retention within the legal scope.
2. The Principal is entitled to assert all claims arising from the contract without consent of the Contractor.  
The contractor is not entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of the client.

#### **§ 6 Retention of Title**

1. Insofar as the Principal provides parts to the Contractor, he shall retain title thereto. Processing or transformation by the Contractor shall be carried out by the Principal. If the client's goods subject to retention of title are processed with other items not belonging to the client, the client shall acquire co-ownership of the new item in the ratio of the value of its item (purchase price plus VAT) to the other processed items at the time of processing.
2. If the item provided by the Principal is inseparably blended with other items not belonging to him, the Principal shall acquire co-ownership of the new item in the ratio of the value of his item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the Contractor's item is to be regarded as the main item, it shall be deemed agreed that the Contractor shall transfer co-ownership to the Principal on a pro rata basis; the Contractor shall keep the sole ownership or the co-ownership for the Principal.
3. The Principal shall retain ownership of tools; the Contractor shall be entitled to use the tools exclusively for the manufacture of the goods ordered. The Contractor shall be obliged to insure the tools belonging to the Principal at replacement value against fire, water and theft damage at its own expense.

At the same time, the contractor hereby assigns to the Principal all compensation claims arising from this insurance; the Principal accepts the assignment herewith. The Contractor is obliged to carry out any necessary Maintenance and inspection work on the Principal's tools as well as all Maintenance work in good time at its own expense. He shall notify the Principal of any malfunctions immediately; if he culpably fails to do so, claims for damages remain unaffected.

4. The Contractor shall be obliged to keep all received work, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with the express consent of the client. The obligation to maintain secrecy shall also apply after the contract has been performed; it shall expire if

and insofar as the information contained in the illustrations, drawings, calculations and the production knowledge contained in the other documents has become generally known.

5. The contractor shall only be entitled to simple retention of title (§ 449 BGB).

## **§ 7 Time of Delivery**

1. The delivery times or execution dates stated in the order shall be bindingly observed by the Contractor.
2. The Contractor undertakes to inform the Principal in writing without undue delay if circumstances arise or become apparent to the Contractor which indicate that it will probably not be possible to meet the agreed delivery time.
3. If the Contractor is in default, the Principal shall be entitled to the statutory claims. In particular, the latter shall be entitled to claim damages for non-performance.
4. If the Principal asserts claims for damages, the Contractor shall be entitled to prove that he is not responsible for the breach of duty.

## **§ 8 Warranty, Liability**

1. The Principal is obliged to inspect the goods within a reasonable period of time for any deviations in quality and quantity; however, the Principal is only obliged to check that the goods are complete and to check for intact individual packaging. A complaint shall be deemed to have been made in good time if it is received by the contractor within a period of 15 working days from discovery, calculated from receipt of the goods or, in the case of hidden defects. The Principal shall be entitled to the statutory warranty claims in full; irrespective of this, the Principal shall be entitled to demand that the Contractor, at its discretion, rectify the defect or deliver a replacement. In this case, the Contractor shall be obliged to bear all expenses necessary for the purpose of rectifying the defect or delivering a replacement. The right to claim damages, in particular damages for non-performance, is expressly reserved.
2. The Contractor warrants that its deliveries and services are and will remain free of defects during the warranty period. The warranty period is 36 months from the transfer of risk.
3. In the event of imminent danger or great urgency, the Principal shall be entitled to remedy the defects himself or to subcontract the work at the Contractor's expense.

## **§ 9 Delivery of Goods**

1. For its scope of delivery / services, the Contractor warrants that the latest recognised rules of technology, the safety regulations and the agreed performance specifications have been complied with.
2. In case the Contractor wishes to carry out technical innovations, improvements or other changes prior to delivery of the scope of delivery to the Principal's premises, the Contractor shall notify the Principal in writing of the type and scope of the changes, including a description of the changes. The Principal reserves the right to check these changes and reject them if necessary.  
Modifications require the express written consent of the Principal.
3. In principle, complete deliveries are agreed. Deviations require the written consent of the Principal.

## **§ 10 Product Liability - Exemption**

1. Insofar as the Contractor is responsible for product damage, it shall be obliged to indemnify the Principal against claims for damages by third parties upon first request, insofar as the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.
2. Within the scope of its liability for damages within the meaning of paragraph 1, the Contractor shall also be obliged to reimburse any expenses pursuant to Sections 683, 670 of the German Civil Code (BGB), as well as pursuant to Sections 830, 840, 426 of the German Civil Code (BGB), which arise from or in connection with a recall action carried out by us.

The Client shall inform the Contractor about the content and scope of the recall measures to be carried out as far as possible and reasonable, and shall grant the Contractor the opportunity to comment.

Other statutory claims shall remain unaffected.

3. The Contractor warrants that no rights of third parties within the Federal Republic of Germany and/or the rest of the EU are infringed in connection with its delivery. The Contractor assures the Principal that it does not infringe any patent rights and that it shall be liable for this and its consequences in the event of damage.  
If a claim is made against the Principal by a third party in this context, the Contractor shall be obliged to indemnify the Principal against such claims upon first request; the Principal shall be entitled to reach agreements with the third party without the Contractor's consent, in particular to conclude a settlement.

The Contractor's indemnification obligation relates to all expenses necessarily incurred by the Principal from or in connection with the claim by a third party. In particular, the Contractor shall indemnify the Principal against all legal costs, irrespective of whether they were incurred by the Principal or by a third party.

4. With the delivery of a work protected by copyright, the Principal shall receive from the Contractor a simple, unrestricted right of use in all types of use.

## **§ 11 Insurance Cover**

The Contractor undertakes to maintain a (product) liability insurance with a sum insured of at least € 5,000,000.00 per personal injury / property damage that is appropriate for the order. Upon request, he shall prove to the Principal that he has taken out the insurance by submitting a copy of the relevant insurance policy.

Further legal claims of the Principal remain unaffected.

## **§ 12 Secrecy**

1. The Contractor undertakes to observe all non-obvious commercial and technical components that become known to him through the business relationship as a trade secret. The contractor may only advertise the business relationship with the Principal's company with prior written consent. If the Contractor's scope of delivery consists of components manufactured on the basis of the Principal's intellectual property, such as drawings, data records, samples or the like, the Contractor shall not be entitled to any rights of advertising of any kind. Exceptions require the express written consent of the Principal.
2. Drawings, models, templates, samples and/or similar items provided to the Contractor by the Client shall remain the Principal's property. They may not be handed over or otherwise made accessible to third parties and may only be used by the Principal for deliveries to third parties with prior written consent. Subcontractors of the Contractor shall be obliged accordingly.
3. The Principal is entitled to store, process and transmit all data concerning the contractual relationship and payment transactions of the Contractor. As a matter of principle, all personal or company-related data of the Contractor shall be treated confidentially. The data necessary for the processing of the business transaction will be stored electronically. The data will not be passed on to third parties.

## **§ 13 Transport Risk**

The contractor shall bear the transport risk. This shall also apply if the Principal assumes the costs of transport of the goods purchased. In the event of transport damage, the Principal shall transfer to the Contractor the rights to which it is entitled under §425 of the German Commercial Code (HGB) vis-à-vis the carrier.

## **§ 14 Withdrawal**



1. If the Contractor discontinues its services or if insolvency proceedings are applied for against its assets or extrajudicial composition proceedings are applied for, the Principal shall be entitled to withdraw from the contract.

Insofar as no withdrawal takes place, the Client may retain an amount of at least 5% of the remuneration as collateral for the contractual claims until the expiry of the statutory warranty period.

The statutory provisions of withdrawal are not restricted by these provisions.

### **§ 15 Place of Jurisdiction - Place of Fulfilment**

1. The place of jurisdiction for all disputes between us and the Contractor shall be Heilbronn, provided that the Contractor is a merchant, a legal entity under public law or a special fund under public law.
2. Unless otherwise stated in the order, the Principal's place of business shall be the place of performance.

### **§ 16 Applicable Law**

The contractual relationship between the Principal and the Contractor shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

This also applies to cheque and bill of exchange proceedings, as well as to claims for damages of any kind. However, the Client shall be entitled to bring an action at the Contractor's registered office.

### **§ 17 Sustainability**

Adherence to certain rules and standards is a great and important concern of our company.

Therefore, in our "Sustainability Requirements for Suppliers" we have elaborated mandatory points that are essential for us to work together in partnership and are therefore part of our business customer-supplier relationship.

This document can be requested from our purchasing department.

### **§ 18 Environmentally Relevant Procurement**

The environmental aspect and the associated activity in our procurement processes are important to us.

We are committed to:

- that deliveries are bundled.
- Deliveries are made on specified days of the week.
- The packaging is appropriate and adapted to the components,
  - hazardous waste is avoided as far as possible. (polystyrene and film)
  - Recycled material shall be used

### **§ 19 Severability Clause**

In the event that individual provisions of these Terms and Conditions of Purchase are or become invalid, this shall not affect the validity of the remaining provisions of these Terms and Conditions. The invalid provision shall be replaced by the valid provision that comes closest to the economic purpose of the invalid provision.

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