

# TRIOPTICS GmbH - General Purchasing Conditions

## 1 Scope

All deliveries and services provided by contractors to TRIOPTICS GmbH (TRIOPTICS) as the customer must be in accordance with the General Purchasing Conditions of TRIOPTICS GmbH as well as other applicable written agreements. The contractor's business conditions do not apply unless we have explicitly accepted them in writing. Accepting deliveries or services does not constitute acceptance of the contractor's business conditions.

For the purposes of these purchasing conditions, deliveries shall include deliveries of goods as well as the provision of work and services.

In addition, our general action and manufacturing guidelines for suppliers apply.

## 2 Orders

- 2.1 Deliveries shall be made only based on orders by TRIOPTICS. These shall be binding only if we have placed them in writing or electronically or if we confirm them in writing or electronically by providing the order number after they have been placed verbally or by telephone. This shall also apply to changes or additions to an order.

The contractor's acceptance of the order must be communicated to TRIOPTICS immediately but no later than 5 working days after the contractor has received the order.

The TRIOPTICS order number must be used in all correspondence, on invoices and in shipping documents.

TRIOPTICS shall be entitled to demand changes to the order after it has been accepted by the contractor if these are reasonable for the contractor. In such cases, prices and delivery dates must be adjusted accordingly if required.

The contractor shall not be entitled to instruct third parties to perform the delivery or essential parts of the delivery unless prior written agreement has been obtained from TRIOPTICS.

- 2.2 No rights may be asserted against TRIOPTICS deriving from verbal or telephone commitments, information, consultation, etc. – except in the case of gross negligence on the part of TRIOPTICS. Such verbal agreements shall be binding for TRIOPTICS only if we confirm them in writing or if TRIOPTICS has verifiably waived the requirement for written documentation.
- 2.3 The contractor guarantees, for a period of 10 years from the delivery, the availability of delivery and replacement parts for TRIOPTICS at competitive prices. If, after this period, the contractor intends to cease delivery or delivery of replacement parts, the contractor shall be obliged to inform TRIOPTICS in writing immediately and give TRIOPTICS the opportunity to place one last order.

### 3 Scope of Delivery

- 3.1 The scope of the delivery shall be based on the order placed by TRIOPTICS.

The contractor shall warrant and assure that all deliveries/services are state-of-the-art, meet the requirements for the characteristics of work equipment in accordance with section 7 of the German industrial safety ordinance, applicable regulations and the provisions and rules of government authorities, employer's liability insurance associations and professional associations. Statutory provisions in a transitional period must be followed. This applies in particular with regard to environmental protection legislation valid in the EU, the Federal Republic of Germany and at the customer's headquarters.

A CE label must be attached to machines covered by the 9th Provision of the German Equipment and Product Safety Act (Machine Directive) and electrical equipment covered by the low-voltage guideline, and operating instructions must be included.

The declaration of conformity and the operating instructions must be supplied to TRIOPTICS GmbH with the purchase.

Machines not ready for use must be delivered with a manufacturer's declaration.

- 3.2 Any necessary protective devices, proofs of origin as well as the storage, assembly and operating instructions and safety data sheets prepared in the official languages of the EU must be supplied free of charge. The same applies for documents required for the maintenance and repair of the delivery.
- 3.3 The contractor shall agree to use environmentally friendly products and processes within the scope of the contractor's economic and technical capabilities. The contractor shall prepare a certificate of inspection for the supplied goods free of charge at the customer's request.

### 4 Delivery, Transfer of Risk, Documents, Packaging

- 4.1 Delivery shall be DDP to the specified destination (2010 incoterms) including proper packaging – duty paid for imports from non-EU countries – unless otherwise agreed in writing. If no destination has been named, the destination shall be the headquarters of TRIOPTICS.
- 4.2 The transfer of risk shall be based on the agreed incoterms.
- 4.3 Proper delivery papers and documents must be included in every delivery. They must include the delivery item, part number, order number and order item, quantity, weight, packaging and method of shipment. Regulations for transporting hazardous materials must be observed. Hazardous materials must be clearly labeled. Any consequences resulting from inaccurate, incomplete or late delivery papers and documents shall be at the contractor's expense.
- 4.4 Deliveries shall be made with proper packaging and in accordance with our manufacturing and action guidelines for suppliers. The contractor shall be liable for any damages or expenses caused by improper packaging.
- 4.5 The contractor's obligation to take back packaging shall be based on the specifications of the packaging regulations.

## 5 Prices, Delivery, Delivery Dates

- 5.1 The agreed prices are fixed prices and shall exclude all claims for additional payments. The contractor must indicate all price components separately.
- 5.2 Delivery dates and deadlines shall be binding. Compliance with delivery dates and deadlines is determined by the receipt of defect-free and complete deliveries, the delivery of defect-free and complete services, or, if agreed, acceptance of the delivery or service at the specified destination. Deliveries must be made during regular business hours. Information on business hours may be obtained from TRIOPTICS.
- 5.3 The contractor must inform the customer immediately and in writing of any foreseeable failure to meet delivery dates and deadlines by providing reasons and the expected duration of the delay.
- 5.4 In case of a delay in delivery, we shall be entitled to legal claims, especially to compensation for any damage incurred by us as a result of the delay. Additional costs, such as those incurred by necessary purchases of replacement goods, shall be at the contractor's expense. Acceptance of a late delivery by TRIOPTICS shall not imply a waiver of claims for compensation.

## 6 Invoicing and Payment

- 6.1 A valid invoice must meet legal specifications as well as order specifications and must be prepared by including all required supporting documents and by referencing order details. Delays due to non-compliance with these specifications shall be at the contractor's expense. Payment periods shall not begin until verifiable invoices have been submitted. Unless otherwise agreed, invoices must be made out in euros.
- 6.2 Unless otherwise agreed in writing, payment shall be made within 14 days of receipt of the invoice with a 3% cash discount or 30 days net. The payment period begins with the receipt of a valid invoice after completion of the delivery or, if agreed, after acceptance of the delivery or service by TRIOPTICS. Early delivery or partial delivery shall not affect the payment period. The cash discount shall also be permissible if TRIOPTICS offsets or retains payments due to defects. The cash discount period begins after all defects have been completely eliminated.
- 6.3 If TRIOPTICS is required to make payments before the delivery is carried out (down payments), the contractor must provide adequate bank guarantees from a German bank in TRIOPTICS's favor before TRIOPTICS effects payment.
- 6.4 Payments shall not constitute any acknowledgement of the delivery being in accordance with the agreement. Payments shall be made subject to later claims.

## 7 Provision, Retention of Title and Seizure of Goods

- 7.1 Provisions delivered to the contractor shall remain our property, as do inspection equipment, devices, tools, drawings or other documents delivered to the contractor in connection with the conclusion or processing of the contract. Parts or documents provided to the contractor may only be used for the production of the deliveries to be manufactured for us.
- 7.2 Retention of title of the contractor shall only be binding if it was agreed outside of the contractor's general business conditions.
- 7.3 The contractor shall notify TRIOPTICS immediately in case of seizures, confiscations or other third party dispositions with regard to the deliveries owed.

## 8 Warranty

The contractor warrants that all deliveries are free of defects, conform to the order and its specifications, are suitable for their intended use and application and comply with the latest approved technical regulations as well as the relevant national and international legal requirements, including the regulations and guidelines of government authorities, employer's liability insurance associations and professional associations.

The warranty period shall be at least 24 months, unless longer periods are stipulated by law or unless otherwise agreed in writing.

The warranty period shall begin with the commissioning or final inspection of the delivery by TRIOPTICS. If no commissioning or final inspection has been agreed, the warranty period shall begin with delivery to TRIOPTICS.

The contractor shall bear all costs arising from the identification and elimination of defects, particularly inspection costs, removal and installation costs, transport, road, labor and material costs as well as travel expenses. This shall also apply if costs increase due to the delivery of a delivery item to a place other than the destination.

If the contractor does not fulfill TRIOPTICS' request to eliminate the defect within a period stipulated by us, TRIOPTICS shall be entitled to take the necessary actions itself at the contractor's expense or to have such actions taken by third parties. If setting a deadline is superfluous, TRIOPTICS shall have this entitlement without a deadline.

Measures to eliminate minor defects or to avert disproportionate damage or to prevent dangers to operational safety at TRIOPTICS or at a third-party location may be performed without prior agreement at the contractor's expense by TRIOPTICS or by a third party instructed by TRIOPTICS. TRIOPTICS shall inform the contractor immediately about the reason, type and extent of these measures. The contractor's warranty obligations shall not be affected by this.

For deliveries or parts of deliveries that cannot be used by TRIOPTICS for the duration of the defect and/or elimination of the defect, the warranty period shall be extended by the duration of the interruption. For repaired or replacement deliveries or parts thereof, the warranty period shall begin again from the date defects were eliminated.

## 9 Quality Assurance and Product Liability

- 9.1 The contractor must perform quality assurance procedures that are suitable in terms of scope and for the type of task at hand and provide proof of this at TRIOPTICS's request. The contractor must use factory inspections to ensure that the deliveries meet TRIOPTICS's technical specifications and, in addition, meet the specifications listed in 3.

The contractor must inform TRIOPTICS immediately and without further request of any changes in the composition of the processed material or in the design of its delivery. Changes require written agreement by TRIOPTICS. The contractor and TRIOPTICS shall inform each other immediately about any risks of injury or alleged injuries they become aware of and jointly counteract any claims.

- 9.2 If claims are made against TRIOPTICS for a violation of statutory provisions, in particular safety regulations, or due to domestic or foreign product liability, the contractor shall indemnify TRIOPTICS and its customers against all claims insofar as they are caused by the contractor's delivery.

Adequate and reasonable measures taken by us to prevent product liability damages in such cases must be reimbursed by the contractor. We shall inform the contractor about the contents and scope of any such measures, in particular if a recall action must be carried out. Other statutory claims we are entitled to shall not be affected.

The contractor agrees to obtain sufficient insurance coverage against all product liability risks pertaining to him/her.

## 10 Hazardous Materials

The contractor confirms compliance with the requirements of the valid version of REACH (EU) No. 1907/2006, the EU regulation on chemicals, in combination with the German Regulation on Hazardous Materials (GefStoffV).

The contractor also agrees in particular to comply with the valid versions of the following regulations as well as applicable ordinances and provisions:

- RoHS - Restriction of Hazardous Substances (2011/65/EU) / in electrical and electronic devices
- POP Convention (2016/293/EU) / persistent organic pollutants
- CFC Regulation (1005/2009/EU) / ozone depleting substances
- PIC Regulation (649/2012/EG) / import and export of hazardous materials
- CLP Regulation (1272/2008/EG) / rules on packaging and labeling

When delivering hazardous materials or products containing hazardous materials, the quotation or order confirmation must include the relevant safety data sheets in German. In the event of any changes to the composition or new findings on the impact of the materials/preparations on humans and the environment, the contractor must send an updated safety data sheet to the purchasing department of TRIOPTICS, indicating the order number, the order item and the item number. The delivery of safety data sheets and their updates shall be part of the agreed scope of delivery and shall be free of charge.

## 11 Models, Tools, Documents, Non-Disclosure, Advertising

- 11.1 Models, tools and devices produced or procured by the contractor at TRIOPTICS's expense shall become the property of TRIOPTICS following payment. They shall be treated with care by the contractor, marked as the property of TRIOPTICS and – wherever possible – stored separately and away from the contractor's other products and shall be insured against loss and other damage at the contractor's expense. The production and delivery of products and parts that are produced using these models and tools or devices shall be permitted exclusively for TRIOPTICS. The contractor must surrender the models, tools and devices to TRIOPTICS upon request and without exception and free of third-party rights.

- 11.2 All drawings, plans, sketches and other technical documents as well as material provisions delivered to the contractor for carrying out orders shall remain the property of TRIOPTICS even in the event of processing. They must be returned to TRIOPTICS upon request at any time as well as without further request upon completion of the order.

11.3 TRIOPTICS documents and materials may only be used for the purposes of TRIOPTICS and exclusively to the approved extent and may not be copied or made available to third parties without prior written consent.

Orders placed by TRIOPTICS and all related commercial and technical details must be treated as business secrets by the contractor.

The contractor agrees to comply with applicable data protection regulations and treat all personal information as confidential that he/she becomes aware of as part of and in connection with our orders and to instruct his/her employees who come into contact with this information accordingly.

11.4 Reference to his/her business contact with TRIOPTICS on the part of the contractor requires TRIOPTICS's written agreement. The contractor is not authorized to use TRIOPTICS's trade name, logos or trademarks or to present items made in accordance with specifications by TRIOPTICS at trade shows or make them available to third parties.

## 12 Rights of Third Parties

The contractor warrants that the delivery is free of any rights of third parties. The contractor agrees to indemnify TRIOPTICS and its customers against all damage and costs that they incur from non-compliance with the warranty promise. The contractor and TRIOPTICS shall inform each other immediately about any risks of a legal violation and counteract any claims.

If the contractual use of the delivery violates the rights of third parties, TRIOPTICS shall be entitled to obtain the relevant usage rights from the rights holder at the contractor's expense. The contractor shall be obliged to support TRIOPTICS in extra-judicial and judicial disputes with the rights holder.

## 13 Software

TRIOPTICS shall be entitled to use the software that is part of the delivery, including documentation, to the extent required for the contractual use of the delivery.

The contractor shall check the software for viruses, Trojans and other computer threats before it is delivered and installed by using up-to-date, conventional virus protection programs.

## 14 Customs and Foreign Trade Regulations

The contractor agrees to comply with applicable national and international customs and foreign trade regulations (also referred to as "foreign trade law"). The contractor must immediately supply all information and data to TRIOPTICS within 2 weeks following the order that is required by TRIOPTICS to ensure compliance with the foreign trade law for the export, import and re-export of goods, in particular:

- All applicable export list numbers including the Export Control Classification Number in accordance with the US Commerce Control List (ECCN);
- The commodity code in accordance with the current commodity classification of foreign trade statistics and the Harmonized System (HS) Code and
- The country of origin (non-preferential origin) and, if required by the customer, supplier declarations on preferential origin (for European suppliers) or certificates on preference (for non-European suppliers).

All of the information and data indicated above have been agreed as the characteristics of the delivery. In the event that the contractor violates his/her obligations, TRIOPTICS shall be entitled to withdraw from the contract and to assert claims for damages resulting from the violation. The contractor shall indemnify TRIOPTICS from all claims in this respect.

#### **15 Partial invalidity**

Should any provision of a contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The contractor and TRIOPTICS shall attempt to agree on a provision, the economic result of which shall come as close as possible to the invalid provision. If no such agreement is reached, the court shall decide.

#### **16 Place of Performance, Choice of Law, Legal Venue**

Unless otherwise agreed in writing, the place of performance for all delivery obligations shall be the destination specified by TRIOPTICS. If no destination has been specified, the place of performance shall be the customer's headquarters.

All mutual legal relations shall be governed by the laws of the Federal Republic of Germany. The application of the conflict of laws of the private international law (PIL) as well as the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

The legal venue is the headquarters of TRIOPTICS. We also reserve the right to assert claims at the contractor's general legal venue.

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