

General Purchasing Terms and Conditions

OELTECHNIK-FRANCE

Version 11/2018

1. Scope

1.1 These general purchasing terms and conditions apply to any goods and services supplied to OELTECHNIK-FRANCE, unless any other written agreements have been made and expressly agreed by OELTECHNIK-FRANCE.

1.2 **Other general terms and conditions shall never apply, as the present general purchasing terms and conditions expressly exclude the application of other general terms and conditions in any case, including the general terms and conditions to which the Supplier could refer in its confirmation of order.**

1.3 **The Supplier is committed to accepting and complying with all the obligations specified in the present general purchasing terms and conditions as well as those contained in the Order and in all the other documents referred to in the Order.**

2. Terms used

2.1 OELTECHNIK-FRANCE is hereinafter referred to as the Customer.

2.2 The respective contractual partner of OELTECHNIK-FRANCE is referred to as the Supplier.

3. Orders

3.1 Orders and confirmation of orders must be made in writing. The contract is considered concluded with the reception of the order sent by the Customer to the Supplier. Additional verbal agreements made before or after the conclusion of the contract are not legally binding without the Customer's express written consent.

3.2 If the Supplier does not send any order confirmation 14 calendar days after reception of the order, the Customer shall be entitled to revoke the order and thus to unilaterally cancel the contract free of charge.

4. Consequences of failure to meet deadlines

4.1 Advance deliveries are not allowed without the Customer's prior written approval. The place of performance for the delivery of the Supplier's goods and services shall be the destination specified in the order. If no destination has been specified, the Customer's business address in MUNSTER 68140 shall be considered as the place of performance for the delivery. In case of delays in delivery, the Supplier shall immediately notify the Customer so that a decision about the further course of action can be taken.

4.2 In case of delays, and if the Supplier fails to deliver within a period of grace set by the Customer, the Customer shall be entitled without further warning to reject subsequent acceptance, to repudiate the contract or demand compensation for nonperformance. The Customer shall also be entitled to repudiate the contract if the Supplier is not responsible for the delay.

4.3 If the Supplier defaults on delivery, the Customer shall be entitled to claim a penalty. Unless otherwise stipulated in the purchase order, the penalty by default will be 1% of the contractual price of the delayed goods or services per commenced week. The Customer may claim no more than 10% of the value of the delayed goods or services as such penalty.

5. Prices

The prices indicated by Supplier shall be maximum prices. They shall include all expenses and costs relating to the goods and services to be provided by the Supplier.

6. Fulfillment and delivery

6.1 The Supplier shall be entitled to have the delivery of goods or services performed by third parties only after reception of the Customer's prior written approval. Partial deliveries shall also require the Customer's prior written approval.

6.2 Every delivery must be accompanied by a delivery note indicating the order number, the item number, the material number and, if requested, the appertaining serial

numbers and any other identifications requested by the Customer in the order. A shipping advice must be sent to the Customer at the latest on the day of delivery. Additional costs incurred by the Customer due to non-compliance with the above stipulations shall be borne by the Supplier.

6.3 Supplied technical goods must be accompanied by a technical description and a user manual free of charge. For all goods and services, the delivery performance/obligation is only fulfilled if the complete documentation has been provided to and accepted by the Customer. Where software programs are specially created and designed for the Customer, the software program must also be supplied with the source code and the corresponding access to / and transfer of the intellectual property rights, patents and copyrights.

6.4 The Supplier is obliged to notify the Customer immediately after having stated that the delivered goods or services are not suitable for the intended purpose. 6.5 The Supplier must inform the Customer immediately about changes to the composition of the processed material or to the design of the goods or services delivered or performed. The Customer must approve the changes in writing before delivery.

6.6 If the Supplier converts documentation provided by the Customer to its own documentation, he must bear the appropriate costs and make sure that the documentation created by him complies with the Customer's contractual stipulations and the Customer's documentation. The Supplier shall immediately notify the Customer of any deficiencies or discrepancies stated in the documentation provided.

6.7 The Customer has no obligation to check and approve the documentation created by the Supplier. The Supplier shall grant the Customer the right to inspect and comment on the documentation created by the Supplier. However, such inspection or comments shall by no means exempt the Supplier from its obligation to comply with the obligations laid down in the contract concluded with the Customer.

6.8 The Supplier shall provide the documentation in electronic format. Native files are required to assure an acceptable document of good quality. Scanned documents shall be avoided except specific agreement of the customer and providing an acceptable document quality.

7. Invoices, payments

7.1 Invoices must be submitted to the Customer by post in 2 copies.

7.2 The date of payment is the day on which the Customer's bank receives the remittance. Unless other written agreements have been made between the Customer and the Supplier, payment term shall occur 60 calendar days after the date of the emission of the bill that shall not occur before the delivery of all goods and documentation.

7.3 Payments shall not be considered as a formal acceptance of the goods or services delivered according to the contract. If the goods or services are found to be faulty or incomplete, the Customer shall be entitled, notwithstanding any other rights, to withhold payments until the Supplier has properly fulfilled its obligations according to the contract.

7.4 The Supplier shall not be entitled to assign its claims or debts vis-à-vis the Customer to a third party or to have them collected by a third party without the Customer's prior express written consent.

8. Import and export regulations

8.1 For goods and services provided from a country located within the European Union (EU) and outside France, the Supplier must specify its EU-value added tax identification number (VAT).

8.2 The Supplier is obliged to provide at its own expense the information about its supplier's declaration required in accordance with the Union Customs Code (Implementing Act) and material origin on the invoice, to permit

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inspections by the customs authorities and to obtain and provide the necessary official approvals.

9. Acceptance test, retention of title

9.1 Goods and services must be acceptance-tested by the Customer. Commissioning or use shall not replace the acceptance test.

9.2 The delivered goods shall become the Customer's property no later than on delivery. Prolonged or extended retention of title by the Supplier or any other Party on the goods delivered to the Customer shall be excluded.

10. Duty of inspection and complaint, inspection requirements

The Customer shall check random samples of the incoming goods and services; a detailed examination shall not be made before the goods and services are used. In this respect, the Supplier waives any objection of delay in logging a complaint.

11. Liability for defects in quality and defects in title

11.1 In lack of a special agreement in the purchase order, the Supplier shall grant an additional contractual special warranty, applicable in parallel to the legal guarantee against hidden defects and to the guarantee of conformity and to any other applicable legal guarantee, that the goods and services shall remain free from defects for a period of 36 months after delivery. The Supplier also warrants that all deliveries and services are free of third party intellectual property rights.

11.2 The warranty shall be suspended for the period beginning with the date on which the Customer dispatches a notice of defect and ending on the date when defect-free goods or services are received by the Customer.

11.3 At the Customer's option, defects shall be remedied by repair or the supply of a replacement at the Supplier's risk.

11.4 The Supplier shall bear all expenses and costs incurred in connection with the identification and correction of any defects.

11.5 In the case of delay, failure or refusal of the repair or replacement, or in urgent cases, the Customer shall also be entitled to replacement at the Supplier's expense. The Customer may consider the repair or replacement as failed if the first attempt at remedying the defect has not been successful.

11.6 The Supplier shall hold harmless the Customer from any third party claims made against the Customer because of material defects or defects in title - regardless of the legal reason - and reimburse the costs required for the respective legal action.

12. Technical documentation, tools, supplies

12.1 Technical documents, tools, factory standards, production supplies, special operating material, etc. provided by the Customer shall remain the Customer's property; all trademark, copyright and other industrial property rights shall remain with the Customer. The objects specified above, including all duplicates, must automatically be returned to the Customer without explicitly being requested immediately after execution of the order. Therefore, the Supplier shall not be entitled to enforce the right of retention. The Supplier may use the objects specified above only for the execution of the order; it is not entitled to make these objects available to unauthorized third parties in any way. Duplication of the objects is only permitted to the extent required to execute the order and requires the Customer's prior written authorization.

12.2 If the Supplier produces the objects specified in sentence 1 of clause 12.1 for the Customer partly or fully at the Customer's expense, clause 12.1 shall apply accordingly. On production of the objects, the Customer shall automatically become the (co-)owner in proportion to its share in the production costs. The Supplier shall store the objects for the Customer free of charge. The Customer

can acquire the Supplier's rights to the object at any time by paying the Supplier's share in the costs and demand that the objects be returned to him.

13. Provision of materials

13.1 Any material provided by the Customer shall remain the Customer's property and shall be kept by the Supplier free of charge and with due commercial diligence separate from other goods and marked as the Customer's property. The material may only be used for the execution of the order. Damage to the provided material must be replaced. The Supplier shall be obliged to perform any required maintenance and repair work at its own expense. Furthermore, it must insure the objects sufficiently and verify this insurance vis-à-vis the Customer on its request.

13.2 If the Supplier processes or transforms the material provided, this activity shall be deemed to be performed for the Customer. The Customer shall immediately become the owner of the new objects thus created. If the material provided only makes up a part of the new objects, the Customer shall be the co-owner of the new objects in proportion to the value of the provided material incorporated in them. The Supplier shall store the co-owned material for the Customer free of charge.

14. Confidentiality

14.1 The Supplier shall be obliged to treat as confidential all non-public information and data (particularly that of a commercial or technical nature) which it gains knowledge of within the context of the business relationship, and not to pass them on to third parties. The same obligation applies to any sub-suppliers or other third parties whom the Supplier involves in contract performance.

14.2 The Supplier shall not be entitled to publicly exhibit products specially made for the Customer unless the Customer has given its prior written consent. The same applies to the publication of orders and services as well as reference to orders vis-à-vis third parties.

14.3 When supplying references or publishing and exhibiting products, the Supplier may use the company name or trademark of the Customer only with the Customer's prior written approval.

15. Open Source Software

The Supplier shall inform the Customer - at the latest with the quotation - whether the deliveries and services to be delivered contain "open source software". If the Supplier only communicates this information after receipt of the order, then the Customer is entitled to cancel the order within 14 days of receipt of this information.

16. Insurance

16.1 The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by the Customer.

16.2 The Supplier shall provide certificates of such insurances on request of the Customer at any time.

17. Place of jurisdiction, applicable law, validity of the terms

17.1 **The place of jurisdiction for any legal action against the Customer under this contract shall be Colmar (68000). However, the Customer shall be entitled to bring matters before the court at the Supplier's domicile or any other competent court.**

17.2 **The law of France shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).**

17.3 Should any individual clauses of these general purchasing terms be invalid either in whole or in part, this shall have no influence on the effectiveness of the other clauses.