



## Einkaufsbedingungen TRITEC EN

Nr.: AEB-20200311

Rev.: B / EN

# Terms and Conditions of Purchase of TRITEC Electronic GmbH

(Revision: B/ As of: 11 March 2020)

## 1. General Conditions

- 1.1. These Terms and Conditions of Purchase shall apply exclusively to orders placed by TRITEC Electronic GmbH (hereinafter referred to as "TRITEC" or "we") and contracts for the purchase of goods and services by TRITEC (together referred to hereinafter as "orders") from a third party (hereinafter referred to as "supplier"). Any terms and conditions of the supplier that contradict or deviate from the terms and conditions of purchase are not recognised unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall apply exclusively even if we refer to a letter containing or referring to such conditions or if we accept the delivery or the service without reservation, even if we are aware of conflicting or deviating conditions of the supplier.
- 1.2. These conditions apply to entrepreneurs (§ 14 Paragraph 1 BGB (German Civil Code)), public corporations and special funds under public law.
- 1.3. They also apply to future transactions with the supplier from ongoing business relations.

## 2. Order, Framework Contract, Quality Assurance Agreement and Order Confirmation

- 2.1. Our representatives are only authorised to place written orders and call off deliveries. Verbal agreements therefore require a written confirmation to be valid.
- 2.2. Orders must always be confirmed by the supplier without delay, but at the latest within five (5) working days, stating our reference number and/or the order number and stating the binding price and delivery date. If no order confirmation is issued within this period, the order is deemed accepted. Call-offs as part of an order and call-off schedule shall become binding if the supplier does not object within two (2) working days of receipt. Deviations in the order confirmation are valid only if expressly accepted by us in writing.
- 2.3. We are entitled to change the time and place of delivery as well as the type of packaging at any time by written notification at least 20 working days prior to the agreed delivery date. The same applies to changes to product specifications insofar as these can be implemented within the framework of the supplier's normal production process without considerable additional effort, whereby in these cases the notification period according to the above sentence is at least 30 working days. We will reimburse the supplier for any proven and reasonable additional costs arising from the change. If such changes result in delays in delivery which cannot be avoided in the normal production and business operations of the supplier with reasonable efforts, the originally agreed delivery date will be postponed accordingly. The supplier shall notify us in writing of the additional costs or delays in delivery to be expected by him with careful assessment in good time before the delivery date, but at least within five (5) working days after receipt of our notification in accordance with Sentence 1.
- 2.4. We are entitled to terminate the contract at any time by written declaration stating the reason if we can no longer use the ordered products in our business operations due to circumstances occurring after the conclusion of the contract. In this case, we will compensate the supplier for the partial performance rendered by him.
- 2.5. Quotes of the supplier are always free of charge, in particular necessary samples, drawings or other documents. Cost estimates are binding and not to be reimbursed unless expressly agreed otherwise.
- 2.6. All our offer documents, in particular drawings, plans, control and test software, calculations and technical specifications remain our property and may not be made available or disclosed to third parties without our written consent. They shall be used exclusively for production on the basis of our order. They shall be returned to us immediately and without being asked after completion of inquiries or after completion of orders. In this case, copies made by the supplier are to be destroyed; the only exceptions to this are the storage within the framework of statutory storage obligations and the storage of data for backup purposes within the framework of normal data backup.
- 2.7. Tools, devices, templates and models or control and test software provided by us or created for us according to our specifications may not be made accessible to third parties. Furthermore, the supplier is obliged not to produce any parts or products for third parties with such tools and models. The supplier is liable for all and any damage incurred by us or third parties as a result of non-compliance with these regulations.

	<p>Einkaufsbedingungen TRITEC EN</p>	<table border="1"> <tr> <td data-bbox="1127 157 1246 190">Nr.:</td><td data-bbox="1246 157 1491 190">AEB-20200311</td></tr> <tr> <td data-bbox="1127 190 1246 224">Rev.:</td><td data-bbox="1246 190 1491 224">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

2.8. Insofar as orders, agreed framework agreements or quality assurance agreements contain regulations or content that deviate from these Terms and Conditions of Purchase, the regulations/content shall take precedence in the following order:

A: Order/Call-off  
 B: Framework contract  
 C: Quality assurance agreement

### 3. Prices

3.1. The prices stated in the order are binding ("fixed prices") and exclude additional claims of any kind. Unless otherwise agreed, the price includes a delivery "DDP (according to Incoterms 2020) delivery address – as per order – including packaging". In particular, this price includes the costs for truck toll charges, customs clearance, packaging and other surcharges. All prices do not include the value added tax valid at the time of the order.

### 4. Delivery, Transfer of Risk, Packaging, Proof of Origin

4.1. Delivery is made at the expense and risk of the supplier. The place of performance is always the delivery address indicated on the order.

4.2. If, by way of exception, we assume the transport costs on the basis of a special agreement, the supplier must select the most favourable and most suitable transport options for us. In that case we point out that we are a prohibition and waiver customer according to the General German Carrier Conditions (ADSp). We will therefore not reimburse the costs of any additional transport insurance taken out by the supplier.

4.3. The supplier bears the material risk – even if shipment has been agreed upon – until acceptance of the goods by us or our representative at the place to which the goods are to be delivered in accordance with the order.

4.4. The supplier must observe all relevant legal regulations when packing, labelling and shipping his products.

4.5. The purchase order number, reference numbers and other information required in connection with the order processing must be noted on all dispatch notes, delivery notes, packing slips, consignment notes, invoices and on the outer packaging. If the supplier fails to do so, we are not responsible for any delays in processing.

4.6. The supplier must pack, label and ship dangerous products in accordance with the applicable national and international regulations. The supplier fulfils all obligations with regard to the delivery of the goods within the meaning of EC Regulation 1907/2006/EC (hereinafter "REACH Regulation"). In particular, he shall provide us with a safety data sheet in the language of the recipient country in all cases required by Article 31, paragraphs 1 to 3 of the REACH Regulation in accordance with Article 31 of the REACH Regulation. Furthermore, the supplier undertakes to provide us with the information required in accordance with Art. 32 of this Regulation without being asked to do so.

4.7. If delivery is made earlier than agreed, we reserve the right to return the goods at the supplier's expense. In the event of an early delivery, the goods shall be stored at our premises at the supplier's expense and risk until the delivery date.

4.8. We accept partial deliveries only after express agreement. In the case of agreed partial shipments, the remaining quantity must be listed.

4.9. The supplier is obliged to take back the packaging of the delivery item. Should the packaging materials nevertheless remain with us and cannot be recycled (e.g. composite material) and/or disposal cannot be ensured by the supplier or a third party commissioned by him, we reserve the right to return the packaging materials to the supplier or to dispose of them at his expense.

4.10. Our packaging instructions stated in the respective orders must be observed. The supplier is liable for damage resulting from defective packaging.

4.11. For all deliveries of goods to us, the supplier must provide information on the origin and the customs tariff number with reference to the article number. For goods originating in the EU, the supplier automatically sends us this information via a long-term supplier declaration or an individual supplier declaration. Changes must be reported to us immediately.

	<p style="text-align: center;">Einkaufsbedingungen TRITEC EN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Nr.:</td><td style="width: 50%; padding: 2px;">AEB-20200311</td></tr> <tr> <td style="padding: 2px;">Rev.:</td><td style="padding: 2px;">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

**4.12.** Subject to other proof, the values determined by our incoming goods inspection apply to quantities, weights and dimensions.

## **5. Delivery Time, Delay in Delivery, Contractual Penalty**

5.1. The delivery date stated in the order or call-off is binding. The date of receipt of the goods at the destination specified by us is decisive for compliance with the delivery date.

5.2. If the delivery is not made within the agreed time, the supplier is liable for all consequences arising for us from culpably delayed delivery. Any delays in delivery must be reported immediately. The supplier is liable for additional costs for express consignments that arise as a result of a delay. If the delivery is delayed, we are entitled to withdraw from the contract after the unsuccessful expiry of a reasonable grace period. Under the same conditions, we may also make a covering purchase at the supplier's expense and demand other compensation instead of performance, unless the supplier is not responsible for the delay. If in individual cases it is unreasonable to wait for a grace period, setting a grace period is not necessary. In the event of delay in delivery, we are entitled to demand a contractual penalty of 0.5% of the order value of the delayed delivery, up to a maximum of 5% of this order value, for each commenced week of delay; we reserve the right to assert further damages. If we claim damages, the contractual penalty shall be set off against this, so that the forfeited contractual penalty constitutes the minimum amount of damages. The supplier is entitled to prove to us that no damage or a lesser damage has arisen as a result of the delay. We are obliged to declare the reservation of the contractual penalty within ten (10) working days at the latest, calculated from acceptance of the delayed delivery. The assertion of further rights remains reserved. The supplier is obliged by contract to inform us immediately in writing of any delays in delivery dates with regard to all or individual parts of the delivery, stating the reason and the expected duration of the delay. In the event of culpable violation of this obligation to notify, the supplier is liable for the resulting damage. The liability for default remains unaffected by this.

## **6. Force Majeure and Over-Deliveries**

6.1. Cases of force majeure, as well as other unforeseeable events for which we are not responsible, such as strikes, lockouts or natural disasters, which make it temporarily impossible or economically unreasonable for us to accept the service or to render the counter-performance, entitle us to postpone acceptance for the duration of the event.

6.2. In the event of over-deliveries of more than 3% of the order quantity, we reserve the right to return the over-delivered goods at the supplier's expense.

## **7. Payment and Invoices**

7.1. We can only process invoices if they contain all order master data and any drawing and item numbers in accordance with the specifications given in the order. The date of receipt of the invoice shall be deemed to be the date of receipt by TRITEC. The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he proves that he is not responsible for them. If the supplier has delivered the goods before the agreed delivery date, the aforementioned deadlines are not calculated according to the actual delivery date, but according to the agreed delivery date.

7.2. The supplier is obliged to prepare a proper invoice in accordance with the Value Added Tax Act (UStG). The supplier must then, in particular, provide the invoice with the tax number issued by the tax office or the VAT identification number issued to him by the Federal Office of Finance.

7.3. Any additional or reduced services must be listed separately on the invoice.

7.4. Unless otherwise agreed in writing, we shall pay the purchase price within 14 days, calculated from delivery and receipt of invoice, with 3% discount or within 30 days after delivery or, if we receive an invoice or equivalent payment statement after delivery, net after receipt of this invoice or payment statement. In the event of default in payment, we

owe default interest in the amount of five percentage points above the base interest rate in accordance with § 247 BGB (German Civil Code).

- 7.5. In the event of a defective delivery, we are entitled to refuse payment until we receive a proper subsequent performance.
- 7.6. The supplier is not entitled to assign his claims against us or have them collected by third parties without our prior written consent, which may not be unreasonably refused. In the event of an extended retention of title, consent is deemed granted. If the supplier assigns his claims against us to a third party without our consent contrary to Sentence 1, the assignment shall nevertheless be effective. However, we may, at our discretion, make payment to the supplier or the third party with discharging effect.
- 7.7. Irrespective of our statutory rights, we are entitled to set-off and retention as well as to plea non-performance of the contract, both with regard to the specific delivery contract and to other agreements with and deliveries of the supplier. In particular, we are entitled to withhold due payments as long as we are still entitled to claims from incomplete or defective services against the supplier. The supplier has a right of set-off or retention only because of legally established or undisputed counterclaims.
- 7.8. Any down payments and interim payments shall not constitute the supplier's acknowledgement of contractual compliance or performance.

## 8. Claims for Defects, Notice of Defects, Liability

- 8.1. We do not waive warranty claims by accepting or approving samples submitted. We are unrestrictedly entitled to claims for defects even if the defect remained unknown to us upon conclusion of the contract due to gross negligence.
- 8.2. We are only obliged to check the goods within a reasonable period of time in the ordinary course of business for identity, correspondence in content between order or delivery call-off and delivery as well as obvious and externally recognisable transport damage. The inspection of the delivered goods for quantity and identity as well as other quality deviations shall be carried out by us exclusively on the basis of the delivery documentation and the marking on the outermost packaging of the goods. There is no further obligation to carry out a technical incoming goods inspection. We shall notify the supplier of any defects discovered by us or our customers in the ordinary course of business. In the case of non-obvious (hidden) defects, the notice of defect shall in any case be deemed timely if it is received by the supplier within a period of 10 working days, calculated from discovery. If the inspection of the goods is made more difficult by circumstances originating from the supplier, the period shall be extended accordingly.
- 8.3. If there is a defect, the supplier is obliged to provide us within 10 working days after receipt of our notice of defect by means of an 8 D-Report with a description of the cause of the defect, the determination of the defect and the proposed measures to rectify the defect. If, taking into account all circumstances of the individual case, such a presentation is not possible within the period, the period shall be extended by an appropriate period of time.
- 8.4. In the event of defective goods, the supplier shall, at our discretion, either deliver defect-free goods or remedy the defect by rectification (subsequent performance). Subsequent performance shall also include removal of the defective goods and re-installation, provided that the goods have been incorporated into another item in accordance with their intended purpose. If the supplier cannot carry out the subsequent performance or if he does not comply within a reasonable period, we may withdraw from the contract and return the goods at the supplier's risk and stock up on them elsewhere. The additional costs arising from this shall be borne by the supplier. For purchase contracts and in cases of particular urgency in which it is no longer possible to inform the supplier of the defect and imminent damage and to set him a – albeit short – deadline for remedy, we are entitled to remedy defects and damages and to make covering purchases at the supplier's expense. In the case of service contracts, we are entitled to the statutory rights to carry our own work. In this case, if operational safety is at risk and/or to avoid unusually high damage to us or third parties, we shall be entitled to remedy defects, repair damages and carry out hedging transactions at the supplier's expense without prior agreement. In the aforementioned cases we will make the defective goods or their defective parts available to the supplier upon his request at his expense and subject to our right of retention.
- 8.5. The claims to which we are entitled in the events of defects shall become statute-barred 36 months after the transfer of risk. In the case of legally longer periods, these shall apply.

	<p style="text-align: center;"><b>Einkaufsbedingungen TRITEC EN</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Nr.:</td><td style="width: 50%; padding: 2px;">AEB-20200311</td></tr> <tr> <td style="padding: 2px;">Rev.:</td><td style="padding: 2px;">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

8.6. The limitation period for claims shall be suspended as long as the goods remain with the supplier or his vicarious agents for examination for defects or for rectification.

8.7. For parts reworked or re-delivered within the limitation period, the limitation period shall recommence at the point in time at which the supplier has fulfilled the claim to subsequent performance in the awareness of his obligation to subsequent performance. In the event of rectification, however, this shall only apply with regard to the same defect or the consequences of faulty rectification.

8.8. If more than 10% of the delivered items of the same type have similar defects or malfunctions within a period of three years after delivery to us, this shall constitute type and series damage. In this case, we are entitled to demand an exchange of an entire series of contractual items or our products in which the contractual items have been installed at the supplier's expense, even if some of them do not yet show any symptoms of defects.

## **9. Quality Assurance, Performance Requirements, Documentation, REACH**

9.1. The supplier undertakes to carry out quality assurance of the appropriate type and scope in accordance with the latest state of the art and to provide TRITEC with proof of this upon request. The supplier shall conclude an appropriate quality assurance agreement (QAA) with TRITEC, if TRITEC deems this necessary, in which the supplier undertakes in particular to permanently apply a quality management system in accordance with DIN EN ISO 9001:2008 ff. The supplier is committed to a zero-defect objective and must continuously optimize his performance in this respect, e.g. by using preventive methods of quality planning, defining inspection concepts, proving process capability, carrying out fault analyses and defining remedial measures.

9.2. Furthermore, the supplier undertakes to comply with the recognised rules of technology and in particular with the regulations, standards and guidelines issued by the legislator, the supervisory authorities, the employers' liability insurance associations and the regulations, standards and instructions issued by VDE and VDMA with regard to performance, accident prevention and environmental protection. These standards and guidelines apply in the latest version at the time of delivery.

9.3. Upon delivery, the supplier must submit a manufacturer's or EC declaration of conformity for all goods concerned.

9.4. Legal regulations such as the End-of-Life Vehicles Act (2000/53/EC) and the Waste Electrical and Electronic Equipment Act (EC Directives WEEE and RoHS) exclude the placing on the market of certain substances in defined applications. The supplier undertakes that all parts/products delivered by him currently do not contain prohibited substances and will not contain such substances in the future. In the event that the delivered product contains hazardous substances or dangerous preparations in accordance with § 19 (2) of the Chemicals Act and § 4 of the Ordinance on Hazardous Substances, the supplier is obliged to send a safety data sheet in written or electronic form as a Word file to the person responsible specified in the respective order before the first delivery. This sheet must comply with the applicable standard for safety data sheets.

9.5. The supplier must ensure that all substances contained in the goods are effectively pre-registered, registered (or exempted from the registration obligation) in accordance with the relevant requirements of the REACH Regulation for the uses announced by us and, if relevant, approved. If the goods are an article within the meaning of Article 7 of the REACH Regulation, the previous sentence applies to substances released from those articles. The supplier must inform us immediately if a substance fulfilling the criteria of Articles 57 and 59 of the REACH Regulation (so-called substances of very high concern) is contained in a component of an article in a concentration of more than 0.1 mass percent (W/W). This also applies to packaging products.

9.6. Provisions on export control data and foreign trade data  
 The supplier must meet all requirements of the applicable national and international customs and foreign trade law ("foreign trade law"). The supplier must inform us immediately in writing at the latest two weeks after placing the order and in the event of changes, of all information and data that we require to comply with foreign trade law for export, import and re-export, in particular: All applicable export list numbers including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN);  

- The statistical commodity code according to the current commodity classification of external trade statistics and the HS (Harmonized System) Code, and

	<p style="text-align: center;"><b>Einkaufsbedingungen TRITEC EN</b></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Nr.:</td><td style="width: 50%; padding: 2px;">AEB-20200311</td></tr> <tr> <td style="padding: 2px;">Rev.:</td><td style="padding: 2px;">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

- Country of origin (non-preferential origin of goods) and, if required by TRITEC, supplier declarations of preferential origin (for European suppliers) or certificates of preference (for non-European suppliers).
- China Compulsory Certificate – CCC

If the supplier breaches his obligations, he must bear all expenses and damage incurred by us as a result, unless the supplier is not responsible for the breach of duty.

9.7. **Proviso** clause

Our performance of the contract is subject to the proviso that there are no obstacles to performance due to national or international provisions of foreign trade law or embargoes and/or other sanctions.

## **10. Delivery of Spare Parts**

- 10.1. The supplier undertakes to supply TRITEC with all spare parts during the average life of the product delivered.
- 10.2. The price of a spare part may not be higher than the price of a corresponding part on the open market.
- 10.3. If the production of spare parts has been discontinued after the expiry of the period specified in Section 10.1, the supplier undertakes to return design documents / drawings to TRITEC upon request for an appropriate fee, and TRITEC shall use these documents exclusively for its own purposes for the production of spare parts.
- 10.4. The supplier undertakes to inform TRITEC in writing at least six (6) months before discontinuation of the production of a product purchased from TRITEC. The same applies to the discontinuation of the production of a preliminary product, which concerns the delivery of the purchased product.

## **11. Product Liability, Insurance**

- 11.1. If a product delivered by the supplier shows a defect, the supplier is obliged to indemnify us against claims for damages by third parties in this respect insofar as the cause lies within his sphere of control and organisation and he himself is liable to third parties for the damage caused by the defect.
- 11.2. The supplier must also reimburse us for all reasonable expenses pursuant to §§ 683, 670 and §§ 830, 840, 426 BGB (German Civil Code) incurred by us as a result of a defect in his product for which the supplier is responsible or in connection with a recall or information campaign carried out by us. We will inform the supplier - as far as possible and reasonable - about the scope and content of the measures to be implemented and give him the opportunity to comment. Other legal claims remain unaffected.
- 11.3. The supplier is obliged to take out extended product liability and recall costs liability insurance valid worldwide (including the USA and Canada) with coverage for personal injury, property damage and pecuniary loss of at least € 5 million per claim, to maintain it continuously during the term of this agreement and to prove it to us upon request. Upon our request, the supplier must also submit the insurer's countersignature of this agreement. If we are entitled to further claims for damages, these claims remain unaffected.

## **12. Liability for Defects of Title**

- 12.1. The supplier undertakes to ensure that no rights of third parties are infringed worldwide in connection with his delivery and indemnifies us against any claims of third parties in the event of a culpable infringement of this obligation. The supplier's indemnification relates to all expenses and damages incurred by us as a result of or in connection with claims by a third party.
- 12.2. The period of limitation for claims pursuant to Clause 12.1 or from a breach of the obligations stated therein shall be 36 months after delivery. The expiry of the limitation period is suspended as long as the third party can still assert claims against us based on defects of title – in particular in the absence of a limitation period on their part.

	<p style="text-align: center;">Einkaufsbedingungen TRITEC EN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Nr.:</td><td style="width: 50%;">AEB-20200311</td></tr> <tr> <td>Rev.:</td><td>B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

### **13. Property Rights**

- 13.1. The supplier agrees and undertakes to ensure that we have the non-exclusive, irrevocable, transferable, temporally and spatially unlimited right to use and distribute (also for our own or third party products and in particular also for the purpose of maintenance, repair or replacement procurement) the deliveries for the products to be delivered and services to be rendered by the supplier including the know-how contained therein as well as the documentation owed and the source and object code of any software (hereinafter collectively referred to as "deliveries"). The same applies to any of the supplier's graphics, company labels, other business designations, brand and work titles contained in the deliveries.
- 13.2. This includes the right to modify, amend and extend the deliveries and to sell the products created thereby in a manner other than in the original version of the deliveries.

### **14. Confidentiality, Commissioning of Third Parties, Minimum Wage**

- 14.1. The supplier's obligation to confidentiality is particularly important to us – also in view of the fact that we ourselves are often subject to a strict obligation to confidentiality towards our customers. Accordingly, the supplier is obliged to keep our trade or business secrets as well as other information about our company obtained in the course of the contractual relationship strictly confidential, in particular with regard to sources of supply and customer relationships.
- 14.2. If we have concluded a separate confidentiality agreement with the supplier, this shall take precedence in the event of contradictions or deviations.
- 14.3. The supplier is obliged to transfer the comprehensive duty of secrecy/confidentiality incumbent upon him to all employees in the case of each individual order. If the supplier violates this obligation, we reserve the right to claim a contractual penalty and/or damages in accordance with the following provisions or the statutory regulations.
- 14.4. In particular, the supplier is obliged to keep all samples, drawings, calculations, other documents, information and/or objects received strictly confidential. They may only be disclosed to third parties with our express consent.
- 14.5. Only with our express written consent is the supplier permitted to advertise the existing business relationship with us or our products or to refer to them in information and advertising material.
- 14.6. All confidentiality obligations under Section 14 shall not apply to facts which are generally known or which are known to the supplier at the time of conclusion of the contract or which become known later without the supplier's breach of contract being the cause thereof. The confidentiality obligations shall continue to apply even after termination of the respective contract and shall end five years after the end of the respective contract (in the case of continuing obligations) or after complete fulfilment of the main obligations of both parties (in the case of other contractual relationships).
- 14.7. The supplier is liable for all damages incurred by us as a result of a breach of one of the obligations under Sections 14.1 to 14.5.
- 14.8. In the event of culpable breach of an obligation by the supplier pursuant to Sections 14.1 to 14.5, we may also determine an appropriate contractual penalty at our reasonable discretion and demand it from the supplier. The supplier has the option of having the appropriateness of the contractual penalty checked by the competent court. If we claim damages, the contractual penalty shall be set off against this, so that the forfeited contractual penalty constitutes the minimum amount of damages.
- 14.9. The supplier undertakes to inform us in advance in writing about the placing of subcontracts and to obtain prior written consent for the subcontracting. We will refuse consent only for important reasons. In any case, the assignment of third parties shall not affect the supplier's direct legal responsibility towards us.
- 14.10. Subcontractors are obligated to maintain confidentiality and secrecy in accordance with Sections 14.1 to 14.6.
- 14.11. The supplier must ensure that the employees employed by him or his subcontractors or personnel service providers to carry out orders receive the statutory minimum wage in accordance with the German Minimum Wage Law or, if the services to be rendered fall within the scope of application of the AEntG (Law on Posting of Workers), the respectively prescribed minimum industry wage. He must also ensure that mandatory obligations to pay contributions to social insurance carriers, professional associations and other institutions such as the joint institutions of the collective bargaining parties mentioned in § 8 AEntG are fulfilled.

	<p>Einkaufsbedingungen TRITEC EN</p>	<table border="1" data-bbox="1095 159 1491 341"> <tr> <td data-bbox="1129 159 1240 197">Nr.:</td><td data-bbox="1240 159 1491 197">AEB-20200311</td></tr> <tr> <td data-bbox="1129 197 1240 235">Rev.:</td><td data-bbox="1240 197 1491 235">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

- 14.12. When selecting subcontractors or personnel service providers, the supplier must check compliance with the preconditions in accordance with Section 14.11 and must the subcontractors' compliance in writing. In addition, he must obtain written confirmation from them that they will demand compliance with the requirements by subcontractors or personnel service providers commissioned by them.
- 14.13. In the event that a claim is made against us by an employee of the supplier or by an employee of an employed subcontractor, irrespective of which degree, or by a personnel service provider, such as a guarantor for payment of the statutory minimum wage or industry minimum wage or by one of the institutions of the parties to the collective agreement mentioned in § 8 AEntG for payment of contributions, the supplier must indemnify us against these claims.
- 14.14. We are entitled to terminate the contract with the supplier without observing a period of notice if we are legitimately held liable under MiLoG or AEntG.
- 14.15.** In addition, the supplier is liable to us for any damage resulting to us from culpable non-compliance with the obligations pursuant to Sections 14.11 and 14.12.

## **15. Exclusion of Set-off, Retention of Title, Orders and Tools of the Purchaser**

- 15.1. Set-offs against TRITEC are only permissible if the supplier's claims are undisputed, legally binding or ready for a decision. The same applies for rights of retention and rights to refuse performance.
- 15.2. Extended reservations of title are inadmissible.
- 15.3. If we provide parts to the supplier, we reserve the right of ownership. Processing or reshaping by the supplier shall be carried out for us. If our reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- 15.4. We reserve title to tools, devices and other means of production; the supplier is obliged to use the tools etc. exclusively for the production of the goods ordered by us and to keep them secret and to return them to us free of charge at any time upon request. The passing on to third parties or the use for own purposes is inadmissible. The supplier undertakes to insure the tools, devices and other means of production belonging to us at replacement value against fire, water and theft damage at his own expense. At the same time, the supplier hereby assigns to us all claims for compensation arising from this insurance. We hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on tools etc. as well as all maintenance and repair work at his own expense in good time. He shall notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
- 15.5. If tools, devices, means of production etc. are manufactured or - after payment by us - acquired by the supplier for the order, these shall become our property and are to be marked as our property by the supplier; if we only partially pay for these items, we shall acquire co-ownership of the item to the extent of the partial amount paid by us. The above provisions shall apply mutatis mutandis to the items manufactured and/or purchased for us.

## **16. Code of Conduct/Social Responsibility**

Compliance with the laws of the applicable legal system is a contractual obligation. The supplier does not actively or passively participate in any form of bribery or violation of the fundamental rights of his employees in the workplace, observes environmental protection laws and supports and demands compliance with this principle from his own suppliers. The basis of the business relationship between TRITEC and the supplier is the recognition and observance of the Code of Conduct by the supplier. The Code of Conduct is available in the About area on TRITEC's website ([www.tritec.de](http://www.tritec.de)).

## **17. Vicarious Agents**

	<p>Einkaufsbedingungen TRITEC EN</p>	<table border="1"> <tr> <td data-bbox="1111 157 1246 190">Nr.:</td><td data-bbox="1246 157 1491 190">AEB-20200311</td></tr> <tr> <td data-bbox="1111 190 1246 224">Rev.:</td><td data-bbox="1246 190 1491 224">B / EN</td></tr> </table>	Nr.:	AEB-20200311	Rev.:	B / EN
Nr.:	AEB-20200311					
Rev.:	B / EN					

The supplier is responsible for deliveries and services of his suppliers as well as for his own deliveries and services; the supplier's suppliers are therefore regarded as his vicarious agents.

**18. Place of Performance, Applicable Law and Jurisdiction**

- 18.1. Unless otherwise agreed, the place of performance for deliveries and services shall be the place of destination, for payments the registered office of TRITEC.
- 18.2. The law of the Federal Republic of Germany shall apply to all orders to the exclusion of the international law of conflicts. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 18.3. Exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship is Mainz, provided that the supplier is a merchant, a public corporation or a special fund under public law. We are also entitled to sue the supplier at his general place of jurisdiction.
- 18.4. Should individual provisions of these Terms and Conditions of Purchase be or become invalid, the validity of the remaining provisions shall not be affected.
- 18.5. Working days are all days except Saturdays, Sundays and public holidays. If public holidays are not nationwide, the holiday regulations applicable to Siegen shall apply.

**19. Data Protection**

In accordance with the provisions of the Data Protection Act, we draw the supplier's attention to the fact that we use electronic data processing to process the personal and company-related data required for handling business relations. The supplier undertakes to observe the provisions of data protection.