



# General Conditions of Purchase

## I. Definition of terms

The following terms are used in the following conditions:

„**UNSINN Fahrzeugtechnik GmbH**“: hereinafter referred to as UNSINN.

„**GPC**“: the present General Terms and Conditions of Purchase of UNSINN Fahrzeugtechnik GmbH for the purchase of contractual items;

„**Purchase Order**“: any order for the delivery and/or performance of Contractual Objects (as an individual purchase order or via alternative ordering procedures such as VMI, call-off order, etc.);

„**Supplier**“: the party that supplies contractual objects to UNSINN Fahrzeugtechnik GmbH and/or performs services or work under a contract and that is named in the respective order, order confirmation or contract as the supplying party;

„**in writing**“: also text form, e.g. by fax, e-mail or other electronic data exchange, unless written form is expressly required;

„**Software**“: software and related documentation;

„**Documents**“: Designs, samples, means of production, models, data carriers, prototypes, illustrations, drawings, calculations, findings and other documents;

„**Contract**“: every contract concluded by order by UNSINN Fahrzeugtechnik GmbH and acceptance of this order by the Supplier or every contract concluded in any other way for the delivery and/or performance of contractual objects within the meaning of these GPC;

„**Contractual Objects**“: the goods, products, software, services and/or work performances or other scopes of performance specified in more detail in the order by UNSINN Fahrzeugtechnik GmbH;

„**Contractual Partner**“: UNSINN Fahrzeugtechnik GmbH and Supplier.

## II. Applicable terms and conditions

1. The legal relationship between the supplier and UNSINN shall be governed exclusively by the following GTCP. Deviating general terms and conditions of the supplier or other deviating agreements shall only apply if they have been expressly agreed or recognised between UNSINN and the supplier. Contradictory or deviating terms and conditions of the Supplier are hereby expressly rejected. The unconditional acceptance of contractual items or payment without objection shall in no case imply acceptance of the Supplier's general terms and conditions.
2. The contractual bases are, in the following order of priority
  - the contract concluded with the supplier
  - the respective purchase order,
  - the applicable annexes and agreements specified in the purchase order
  - these GPC.
3. These GPC shall also apply to all subsequent transactions between UNSINN and the Supplier, even if no express reference is made to them again when they are concluded.
4. All agreements, orders, confirmations, amendments, supplements and ancillary agreements between UNSINN and the Supplier for the execution of the contract must at least be in text form to be effective. The requirement of text form can only be waived at least in text form.

## III. Order and binding nature of the conditions

1. An order by UNSINN is an offer to the Supplier to conclude a contract on the contractual items specified in more detail in the offer on the conditions stated in the order. An order does not constitute an acceptance of an offer by the Supplier unless expressly stated otherwise in the order. A reference to regulations of the supplier's offer by UNSINN in the order shall only apply insofar as the order of UNSINN and its conditions do not contradict these regulations of the supplier's offer.
2. Orders can be revoked by UNSINN at any time until they are confirmed in writing by the Supplier, without any liability to the Supplier. The order confirmation shall be sent to UNSINN without delay.
3. In the event of a deviation of the Supplier's order confirmation from the order, the contract shall only be concluded if UNSINN expressly agrees to the order confirmation. A payment or the acceptance of deliveries does not constitute consent.
4. An order by UNSINN and these GPC shall be deemed to be accepted by the Supplier in their entirety without changes if the Supplier accepts an order in writing or begins with the performance of the scope of services which are the subject of the order.

## IV. Scope of performance, performance and changes to the scope of performance

1. The scope of performance of the supplier results in particular from the delivery and performance description and specification agreed upon conclusion of the contract, the order of UNSINN as well as the present GPC.
2. The supplier shall check all specifications, performance descriptions and other information provided to him for the execution of the contract as well as any provisions, parts and other materials provided for the execution of the contract for their suitability with regard to the purpose intended by UNSINN and communicated to the supplier. If it becomes apparent in the process that deviations or corrections to the provided items or the contractual items are necessary or expedient, the Supplier shall inform UNSINN of this without delay. UNSINN shall then inform the Supplier in writing whether and, if so, which changes the Supplier has to make. If, from the Supplier's point of view, such changes could lead to a change in the agreed costs of the contractual items or that agreed deadlines cannot be met, the Supplier shall inform UNSINN of this without delay. Reasonable arrangements shall be made by mutual agreement regarding the effects, in particular with regard to additional or reduced costs as well as the agreed deadlines.
3. The Supplier shall ensure that he is aware in good time of all data and circumstances significant for the fulfilment of his contractual obligations as well as the use intended by UNSINN of his contractual items. The supplier can only refer to the lack of necessary documents, data and other provisions if he has requested these in writing in good time, has sent at least one written reminder and has not received them within a reasonable period.
4. The supplier guarantees that its deliveries include all services that are necessary for proper, safe and economic use, that they are suitable for the intended use and that they correspond to the current state of science and technology. The Supplier shall observe all relevant standards, laws and legal provisions according to applicable law, in particular the relevant environmental protection, hazardous materials, hazardous goods and accident prevention regulations, ensure the safety of the supply chain according to the relevant customs regulations, as well as comply with the generally recognised technical safety rules and the corresponding standards of UNSINN. The status at the time of the performance of the respective services is decisive, unless another time has been agreed.
5. UNSINN shall only accept partial deliveries after express agreement. In the case of agreed partial deliveries, the remaining quantity is to be listed.
6. UNSINN can demand changes to the contractual items from the supplier at any time, in particular in construction and execution. The supplier is obliged to implement the changes without delay on the basis of these contractual conditions. If, from the Supplier's point of view, such changes could lead to a change in the agreed prices of the contractual items or that agreed deadlines cannot be met, the Supplier must inform UNSINN of this without delay. Reasonable arrangements shall be made by mutual agreement regarding the effects, in particular with regard to additional or reduced costs as well as the agreed deadlines.
7. Prior to the start of an agreed production of the contractual items, all production documents shall be submitted to UNSINN by the Supplier for review and approval. A release of the manufacturing documents by UNSINN shall in no way affect the contractual obligations or the liability of the supplier towards UNSINN or third parties according to the provisions of the concluded contract or the applicable law.
8. The Supplier shall ensure that he can supply UNSINN with further contractual items or parts thereof as spare parts for a period of 15 years, beginning after delivery of the contractual items, unless an equivalent compatible or adequate spare part can be supplied due to technical progress. If the Supplier intends to discontinue the supply of the spare parts after the expiry of the 15-year period or during this period, UNSINN shall be informed of this and given the opportunity to place a final order before discontinuation.

## V. Employee deployment and services on factory or company premises

1. The conditions stated in this clause V. apply to the UNSINN factory or company premises in Germany and abroad on which the Supplier performs his services.
2. The Supplier shall use only personally and professionally qualified employees for the performance of the services and tasks agreed in the order.



3. Both contracting parties shall appoint contact persons for all information to be exchanged at the place of performance. Coordination meetings on the content and performance of the service provision as well as on the exchange of all information necessary for the performance of the contract shall take place between the contact persons of the contracting parties at regular intervals. Unless otherwise agreed, the coordination meetings shall be held in German.
4. The performance of the services shall be carried out under the supervision and sole technical, personnel and disciplinary authority of the responsible employees named by the Supplier as an independent and autonomous service of the Supplier.
5. If the Supplier intends to change employees, UNSINN must be notified of this in writing in advance. In the event of a change of employees of the supplier, clause V. 2. shall apply accordingly. The Supplier shall ensure with each exchange of employees and with the induction of new personnel that they provide the contractual performance in the agreed performance quality.
6. The Supplier is obliged to pay its employees at least the legally prescribed or contractually agreed minimum wages. In the event of a breach of statutory provisions on minimum wages, the Supplier undertakes to fully indemnify UNSINN from all obligations associated with such breach and furthermore to compensate UNSINN for any damage resulting from a culpable breach. If an employee of the Supplier asserts a claim against UNSINN for payment of the statutory minimum wage, the Supplier undertakes to provide UNSINN with all information required for the defence against the assertion of the claim as well as any action for payment. This shall also apply after termination of the contractual relationship between the Supplier and UNSINN.
7. The Supplier shall ensure that the employees deployed by him are permitted to pursue gainful employment in the respective country of deployment. Upon request, the Supplier shall present UNSINN with a corresponding work permit or permission for gainful employment valid for the respective country of use.
8. UNSINN is entitled to make technical and organisational specifications at its reasonable discretion in the case of services which are performed on a factory or business premises of UNSINN or a third party. In this case, the services shall also be performed under the supervision and sole authority of the responsible employees named by the Supplier. In the case of services which are performed on the factory or plant premises of UNSINN, the work safety, energy and environmental instructions for external companies at the respective UNSINN location shall apply.
9. Employees of the Supplier who require access to the factory or operating premises of UNSINN or access to IT systems of UNSINN in order to fulfil the contract must, if necessary, make further declarations depending on the UNSINN location and adhere to site-specific provisions.
10. The aforementioned provisions of this clause V. also apply to subcontractors of the Supplier.

#### **VI. Acceptance**

1. Insofar as the contractually agreed services are services capable of acceptance, the Supplier is obliged to notify UNSINN in writing of the completion of the services, to hand over the services or make them available for acceptance and to agree an acceptance date with UNSINN.
2. If the Supplier and UNSINN have agreed on partial acceptances, the partial acceptances shall take place subject to an overall acceptance. If the partial acceptances have taken place, the Supplier is obliged to notify UNSINN in writing of the final completion of the services and to demand the final acceptance.
3. Insofar as no deviating acceptance date has been agreed, the acceptance shall take place within four weeks of receipt of the notification of completion by UNSINN and handover or provision of the contractual services.
4. Insofar as a commissioning or putting into use for test purposes is necessary to check the services of the supplier, the acceptance shall only take place after successful completion of the tests. The acceptance must be made in writing in the form of an acceptance protocol.
5. Payments by UNSINN do not mean that the contractual services have been accepted or that acceptance is waived.
6. The above conditions apply accordingly to partial acceptances.

#### **VII. Prices, terms of payment and invoicing**

1. The agreed prices for services or work performances are lump-sum fixed prices, unless invoicing according to time and effort on the basis of negotiated hourly rates plus the applicable statutory value added tax has been expressly agreed in writing.
2. The prices for deliveries of goods shall be understood to include packaging, carriage paid and insured plus the statutory value added tax applicable at the time.
3. The due date of the invoice results from the individual contractual agreement and is recorded in the order. Unless the due date is explicitly stipulated, invoices are payable within 14 days with 3% discount or 30 days net without deduction. The period shall commence when the following conditions are cumulatively met: a) receipt of the contractual performance including the complete documentation and b) receipt of a proper and verifiable invoice. In the case of services that are subject to acceptance, the period shall commence, by way of derogation, upon acceptance of the contractual service and receipt of a proper and verifiable invoice.
4. Invoices are to be issued separately per order and stating the order and UNSINN article number as well as the unloading point according to the order. Invoices are to be sent by e-mail to the mailbox ER-Fibu@unsinn.de, paying particular attention to the fact that only one invoice in PDF format is sent per e-mail. Invoices shall be issued in accordance with German VAT law and shall contain all information required by law. If the invoice does not comply with the legal requirements of VAT law, UNSINN is not obliged to pay the invoice. If UNSINN is denied the deduction of input tax due to an invoice that does not comply with the law, the Supplier shall repay the VAT paid by UNSINN.
5. Insofar as an expense-based invoicing takes place, the invoices to be issued must contain the following information: a) the number of employees who have performed the invoiced services, b) the number of working days performed by each of these employees, c) the daily rate of the employees whose services were invoiced, d) the signed activity certificates as an appendix as well as e) a list of the invoiced expenses. Expenses shall only be reimbursed to the extent agreed in the order and, if no lump sum has been agreed, only against proof.
6. The choice of the means of payment shall be left to UNSINN. As a rule, payment shall be made by bank transfer.
7. In the event of defective delivery or defective performance, UNSINN shall have the right to withhold payment proportionally to the value until proper fulfilment.
8. In ongoing business relationships, price changes to the last order must be communicated immediately and always before the next order.
9. UNSINN is entitled to offset with or against due and non-due claims, including future claims, irrespective of the legal grounds on which they may have arisen, to which UNSINN is entitled against the Supplier or which the Supplier has against the Supplier. The Supplier agrees that all securities provided to the companies listed in this clause VII. also serve to secure those claims which the respective other companies listed in this clause VII. are entitled to against the Supplier. UNSINN shall provide a list of the companies entitled to group offsetting on request.
10. Payments shall only be made to the supplier. The supplier is not entitled to assign claims to which he is entitled against UNSINN or to have them collected by third parties without the prior written consent of UNSINN. The supplier is only entitled to offset against claims of UNSINN or to assert a right of retention if and insofar as his claims are undisputed or his counterclaim has been legally established.

#### **VIII. Terms of delivery**

1. The Supplier shall enclose a delivery note in duplicate with each delivery. The delivery note shall include the order number, article number and supplier number.
2. Delivery shall be made in accordance with the INCOTERMS 2020 agreed in the order. Unless otherwise agreed, delivery shall be made in accordance with „DDP“ destination.
3. UNSINN is not obliged to accept contractual items delivered before the agreed delivery date. The Supplier shall bear the risk of loss and deterioration of contractual items delivered before the delivery date. In the



event of earlier delivery than agreed, UNSINN reserves the right to return the goods at the Supplier's expense. If no return is made in the case of early delivery, the goods shall be stored at UNSINN until the delivery date at the expense and risk of the supplier. In the event of early delivery, UNSINN reserves the right to make payment only on the agreed due date. UNSINN is entitled to return any excess deliveries at the expense of the supplier. The Supplier shall bear the risk of loss and deterioration of deliveries in excess. UNSINN is entitled to reject the entire delivery in the event of a short delivery.

4. Unless otherwise expressly agreed between UNSINN and the Supplier, the shipping, packaging and transport regulations of UNSINN shall apply. The contractual items are to be packed at least in a manner customary in the industry, taking the care customary in the trade and in a proper manner. UNSINN is entitled but not obliged to prescribe to the supplier the suitable type and manner of packaging at its reasonable discretion.

#### **IX. Delivery time and dates, default and contractual penalty**

1. The performance and delivery dates and delivery periods shall be specified in the order or in the contract or in any other written agreement and shall be binding. The receipt of the contractual items or service at the agreed place of delivery and performance or the timeliness of the successful acceptance shall be decisive for compliance with the agreed performance and delivery date or delivery period and thus for the occurrence of default.
2. The supplier is obliged to notify UNSINN immediately in writing of a recognisable delay in his performance, a foreseeable possible delay in his performance or recognisable or foreseeable possible problems with the delivery in the agreed quality, the reasons and the duration of the delay.
3. A notification of delays by the Supplier and any associated updates of agreed delivery dates shall in no way release the Supplier from the delay in his performance. In this respect, UNSINN shall continue to be entitled to all legal and contractual rights resulting from or in connection with the Supplier's delay despite the updating of the delivery dates after notification of delays by the Supplier.
4. The acceptance of a delayed performance does not constitute a waiver of claims for compensation.
5. In the event of a delay on the part of the Supplier with regard to a performance incumbent upon him under the contract, UNSINN shall be entitled to demand a contractual penalty from the Supplier. This penalty amounts to 0.3% of the total order value for each working day or part thereof, but not more than a total of 5% of the total order value. The total order value is understood to be the net amount without value added tax, but including all supplements. In the event of a delay in delivery, UNSINN can demand special transport at the expense of the supplier.
6. In addition to the contractual penalty, UNSINN shall have a further claim for damages against the Supplier based on the Supplier's delay. Any contractual penalties paid by the Supplier due to the delay shall be offset accordingly in this case.
7. The right to demand payment of the contractual penalty shall not be forfeited by the fact that the contractual penalty was not expressly reserved upon acceptance of the delayed delivery. However, the reservation must be declared by UNSINN by the time of payment or at the latest with the payment of the delayed delivery and/or service. The agreement and the assertion of the contractual penalty shall not affect the other claims and rights to which UNSINN is entitled.
8. The Supplier can only invoke the absence of necessary documents to be supplied by UNSINN if he has sent a written reminder for the documents and has not received them within a reasonable period of time.

#### **X. Transfer of ownership**

1. Ownership of the contractual items or parts thereof shall already pass to UNSINN, if relevant, upon commencement of manufacture or acquisition by the Supplier for all unfinished intermediate stages including the associated documentation. Otherwise, the transfer of ownership to UNSINN shall take place upon delivery, unless otherwise agreed. Ownership shall pass to UNSINN irrespective of the payment of the contractual items, the obligation of UNSINN to pay according to the respective production status shall remain unaffected. This transfer of title shall in no way constitute acceptance or otherwise of the respective unfinished intermediate stages or the Contract Objects.

2. UNSINN does not accept any simple or extended reservation of title or other reservations of the Supplier with regard to the acquisition of title by UNSINN.

#### **XI. Industrial property rights and copyrights**

1. The Supplier warrants that he is entitled to the authority to commercially transfer and grant corresponding rights of use to UNSINN and that the contractual items are free of industrial property rights of third parties which exclude or impair the use of the contractual items by or for UNSINN.
2. The Supplier shall indemnify UNSINN against all claims of third parties which are asserted against UNSINN due to the use of the Contractual Objects. The Supplier shall conduct any necessary legal disputes himself in his own name and at his own expense if possible. UNSINN's right to claim damages in accordance with the statutory provisions and to withdraw from the contract shall remain unaffected.
3. Unless otherwise agreed, all copyrighted rights of use, industrial property rights and legal positions similar to industrial property rights in the contractual objects arising in the course of the performance of the service shall pass to UNSINN unconditionally, without restriction, exclusively and free of charge in terms of space, time and content upon their creation and may be freely extended, transferred, revised, adapted, changed, reproduced or published by UNSINN. UNSINN is granted the right to apply for a patent for patentable development results.
4. If the Supplier creates, adapts or provides software within the scope of his performance,
  - a. he shall hand over the software to UNSINN in testable and machine-readable form together with the source code and the documentation after carrying out a program test. Legal positions according to clause XI. 3. are not limited to the object code in these cases, but also include the source code and the documentation.
  - b. he undertakes to inform UNSINN in good time, but at the latest in the offer, whether open source components are included in his deliveries or services. Software, hardware or other information („Components“) which are in principle available free of charge and in processable form and which are subject to a licence or other contractual provision which permits the processing and/or distribution of the Components or components derived therefrom, but which makes such permission subject to certain conditions, are Open Source Components.
5. Insofar as open source components are contained in contractual items of the Supplier, the Supplier is obliged to comply with all applicable open source licences and to grant UNSINN all rights and hand over information which UNSINN requires for its own compliance with these licence obligations. Furthermore, the Supplier shall provide UNSINN with the following in the offer at the latest: a list of all open source components contained including the applicable licence texts of all versions used and, if required by the applicable licence texts, the source code of the open source software used.
6. Unless otherwise agreed, the Supplier is prohibited from using open source components that are subject to a copyleft effect that could affect UNSINN's products. This is the case if licence conditions of the open source components used by the Supplier require that products of UNSINN or works derived therefrom may in turn only be distributed under the conditions of the respective open source licence, for example by disclosing the source code.
7. Should the Supplier only point out after acceptance of the offer by UNSINN that the contractual items contain open source components or that a copyleft effect could occur, UNSINN shall have the right to terminate the contract extraordinarily within 14 days from knowledge of the infringement. The assertion of further rights by UNSINN is not restricted by the withdrawal.

#### **XII Subcontractors**

1. The subcontracting of scopes of performance or parts thereof by the Supplier to subcontractors is only permissible with the written consent of UNSINN.
2. When using subcontractors, the Supplier shall observe the relevant laws and regulations, in particular labour and social law. The Supplier shall indemnify UNSINN against all claims of third parties in connection with the use of subcontractors. The Supplier shall be liable for the acts and omissions of the subcontractors as for his own acts and omissions.



### **XIII. Quality and notification of defects**

1. The supplier shall guarantee the quality of its services. The Supplier guarantees that all deliveries/services comply with the agreed quality, specifications, drawings, test plans, requirements stipulated in the specifications, applicable legal and official regulations as well as EU directives and relevant industrial standards. For this purpose UNSINN can oblige the supplier to maintain a quality assurance system and to prove this to UNSINN upon request.
2. Upon receipt of the delivery of the contractual items, UNSINN shall carry out an identity and quantity check as well as check the delivery for obvious transport damage. If UNSINN discovers obvious defects, transport damage or deviations in identity and quantity, UNSINN will notify the Supplier in writing within 20 days after receipt of the delivery.
3. UNSINN shall notify the supplier of defects not discovered in this respect within a reasonable period of time as soon as they are discovered in the course of a proper business process. The Supplier expressly waives the objection of late notification of defects in this respect. In the event of an individual contractual provision for a function and performance in the event of an individual contractual provision for a function and performance check, the release or, if applicable, a notice of defect can only be given with proof of function.

### **XIV. Warranty and liability for defects**

1. The supplier is liable for the freedom from defects of his deliveries and services. Insofar as contractual items do not meet the requirements stated in clause XIII. 1. and are thus defective, UNSINN may, at its discretion, demand that the supplier repair the contractual items at its risk and expense or replace them with defect-free contractual items.  
If a repair/replacement is not possible or unsuccessful or if it is delayed or refused beyond a reasonable period set by UNSINN in writing, UNSINN shall be entitled to the statutory rights, including the right of self-performance in the case of services under a contract for work and services.  
In the event that the Supplier does not fulfil his warranty obligation within a reasonable period set by UNSINN or other special circumstances exist which require immediate action, UNSINN may repair or replace the contractual items itself or have them repaired or replaced by third parties, without prejudice to the Supplier's warranty obligation. In particular, compliance with the schedule vis-à-vis the end customer is deemed to be a special circumstance. If the schedule agreed with the supplier is at risk, a grace period within the meaning of § 637 BGB (German Civil Code) shall be deemed dispensable. Small defects can be remedied by UNSINN itself in fulfilment of its duty to minimise damage without prior agreement, without this affecting the supplier's warranty obligation.
2. In addition, the supplier shall reimburse UNSINN for all costs incurred by him in connection with the repair or replacement of defective contractual items (including transport, handling, installation/removal, material, labour and travel costs).
3. The warranty period is 36 months from delivery to UNSINN. If a specific acceptance of the contractual items has been agreed between UNSINN and the Supplier or such acceptance has to take place according to applicable law, the warranty period shall be 36 months from the date of acceptance. If the acceptance is delayed through no fault of the Supplier, the warranty period shall be 36 months after the provision of the delivery item for acceptance. Claims of UNSINN which have arisen within this warranty period shall become time-barred at the earliest 6 months after the claim has arisen, but not before the end of the agreed limitation period.
4. For delivery parts which could not remain in operation during the investigation of a defect and/or the rectification of the defect, a current warranty period shall be extended by the time of the interruption of operation. For repaired or newly delivered parts, the warranty period shall begin anew with the completion of the repair or, if an acceptance has been agreed, with the acceptance. If necessary, the acceptance must be applied for in writing to UNSINN.
5. If a defect becomes apparent within 6 months of the transfer of risk, it is assumed that it was already present at the time of the transfer of risk, unless this is incompatible with the nature of the item or the defect.
6. If a claim is made against UNSINN due to a defectiveness of its product or due to a violation of official safety regulations or due to domestic or foreign product liability regulations or laws, then UNSINN is entitled to demand compensation from the supplier for this damage, insofar as it can

be traced back to the products supplied by him. This damage also includes replacement costs as well as the costs of a precautionary recall action which is objectively necessary.

7. The rights of UNSINN agreed in this clause XIV. shall apply in addition to any other statutory or contractual claims. The place of performance for warranty claims is the place where the contractual items are located.

### **XV. Liability of the Supplier**

1. The supplier's liability for damages and product liability shall be governed by the statutory provisions, unless otherwise agreed.
2. Should services of the supplier also include work on the factory or business premises of UNSINN, the supplier shall take all necessary precautionary measures during the course of this work to avoid personal injury or damage to property. The Supplier shall indemnify UNSINN and hold UNSINN harmless against all damages, costs and expenses caused by the Supplier's work on a factory site, unless the Supplier is not at fault in this respect.
3. The Supplier shall be liable for its agents or subcontractors to the same extent as for its own fault.
4. The supplier undertakes to take out and ensure appropriate insurance cover, in particular with regard to personal injury, property damage and financial loss, customary in the industry, both on the merits and in terms of amount (at least over EUR 5 million). The Supplier shall provide UNSINN with corresponding insurance certificates upon request and shall maintain the insurance cover evidenced therein for the duration of the business relationship. The Supplier hereby assigns all his claims for payment against the insurers in connection with the contractual items to UNSINN in advance, UNSINN accepts this assignment. The Supplier's liability shall not be limited by the conclusion of the insurance policies and the assignment of the insurance claims.
5. In addition, the Supplier must insure himself against all risks arising from product liability and manufacturer's liability including the risk of recall and for the replacement of defective parts in the amount of 10 million euros. The insurance must cover the above risks at least within the contractually granted warranty period. The Supplier shall provide UNSINN with the insurance confirmation upon request and maintain the insurance cover evidenced therein for the duration of the business relationship. Further claims for damages remain unaffected by this.
6. Without prejudice to UNSINN's own obligation, the Supplier is obliged to fulfil his statutory product monitoring obligation and to inform UNSINN of the results thereof on an ongoing basis.
7. The rights of UNSINN agreed in this clause XV. shall apply in addition to any other statutory or contractual claims.

### **XVI. Provisions**

1. All materials provided by UNSINN, in particular documentation, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, devices, samples or other objects, also provided on loan, which are located at the Supplier's premises for the intended purpose, shall not become or be the property of the Supplier, but shall remain the property of UNSINN, unless expressly agreed otherwise. Provisions shall be checked and inspected by the supplier without delay - any complaints shall be notified to UNSINN in writing without delay. The Supplier may only use the materials provided for the manufacture of the contractual items and may not use them for other purposes or permit others to do so without the prior written consent of UNSINN.
2. Provisions shall be clearly marked as the property of UNSINN and kept safe and separate from other objects with the care of a prudent businessman free of charge for UNSINN. The Supplier shall handle the Provisions carefully and properly, maintain them in good condition at his own expense, replace them if necessary and indemnify UNSINN against any claims, costs and damages arising from or in connection with the installation, use, storage or repair of the Provisions. The Supplier shall bear the risk for the Provisions as long as they are in its custody or under its control. The Supplier is obliged to insure the Provisions at its own expense against all insurable risks (All Risk) in the amount of the replacement value. The Supplier hereby assigns his claims against the insurance to UNSINN in advance. UNSINN hereby accepts this assignment.



3. If the materials provided are processed or mixed with other items not belonging to UNSINN, UNSINN shall acquire co-ownership of the new item in the ratio of the value of its materials provided to the other processed or mixed items at the time of processing. If a mixing takes place in such a way that the Supplier's item is to be regarded as the main item, the Supplier hereby transfers to UNSINN pro rata co-ownership of the main item. UNSINN hereby accepts the transfer. The Supplier shall keep the sole ownership or the co-ownership free of charge for the Customer.
4. UNSINN shall be entitled at any time during normal business hours to enter the premises of the Supplier and to inspect the supplies and related records.
5. UNSINN shall have the right to remove the materials provided or to demand their return at any time and without special reason. Upon such a request by UNSINN, the Supplier shall immediately return the Provisions, prepare them for shipment or deliver them to UNSINN against payment of the reasonable transport costs. The Supplier shall not be entitled to any rights of retention or lien with regard to the materials provided.

#### **XVII. Labelling and environmental protection**

1. The Supplier shall mark the delivery items in such a way that they are permanently recognisable as his products.
2. In principle, the marking of delivery items is to be carried out by means of barcodes in accordance with UNSINN specifications. In exceptional cases, a special arrangement can be agreed with the supplier. The UNSINN regulations regarding barcode labelling are stored in the corresponding work instructions, which are sent to the supplier with the initial order.
3. The supplier undertakes to use environmentally friendly products and processes for his deliveries/services and also for subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. The supplier shall be liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damage resulting from the breach of its statutory disposal obligations.
4. The Supplier is obliged to hand over the respective safety data sheets applicable to his delivery with the delivery. He shall indemnify UNSINN against all recourse claims by third parties in the event that he does not provide UNSINN with the safety data sheets or provides them late or incorrectly. The same applies to all subsequent changes.

#### **XVIII. Secrecy**

1. The Supplier undertakes to treat as confidential all commercial, technical or other company-related information requiring secrecy which is disclosed or made accessible to him as a result of the business relationship and to use this exclusively for the purposes of the business relationship and to pass it on only to those employees and subcontractors who are obliged to observe confidentiality.
2. The confidentiality obligation extends to all employees of the supplier and its subcontractors, irrespective of the type and legal form of their employment. The supplier undertakes to inform the aforementioned group of persons of the confidentiality obligation and to impose corresponding confidentiality obligations on them. He shall endeavour to keep the circle of employees concerned as small as possible in the course of the protection of secrecy.
3. The Supplier undertakes not to disclose Confidential Information to third parties or make it accessible in any other form, unless expressly stipulated otherwise, and to take all reasonable precautions to prevent access by third parties. In this context, affiliated UNSINN companies shall not be considered third parties. The Supplier shall be liable for a breach of duty by his affiliated companies as for his own fault.
4. If there is suspicion of unauthorised use or disclosure of Confidential Information or if Confidential Information is lost, the Supplier shall inform UNSINN immediately.
5. All information which UNSINN discloses or makes accessible to the Supplier irrespective of the type of data carrier or the medium made available, which is expressly designated as confidential or which is recognisable by a reasonable third party as company or business secrets due to its content („Confidential Information“) shall be subject to confidentiality. This may in particular be the following information:
  - a. technical information, in particular product, development or functional descriptions, requirement or specifications specifications, sketches,

graphics, drawings or other technical documents as well as manuals, technical procedures and processes and other know-how;

b. Information on existing or future legal positions, in particular rights of use and licence rights, licence rates, applications for patents and patentable inventions, utility models, designs or trademark rights;

c. Data on customers and contractual partners as well as planned actions and orders as well as information on corporate strategies, schedules, goals, ideas, planned projects, distribution channels and commercial data, in particular sales and margins, information.

6. This non-disclosure agreement does not establish any information obligations or information claims. No guarantee is assumed for the correctness, usefulness and completeness of the information provided.
7. The obligation to maintain secrecy does not apply or no longer to information which can be proven (i) to be or to become publicly accessible without the Supplier being responsible for this, (ii) to have already existed at the Supplier at the time it was obtained or to have been developed thereafter by the Supplier independently of its transmission by the Supplier, (iii) to have been obtained from third parties without breach of a duty of confidentiality, provided that, to the knowledge of the Supplier, the third party does not breach any duty of confidentiality by providing the information, or (iv) were developed by the Supplier or one of its affiliates independently and without recourse to Confidential Information, or (v) UNSINN has consented to the disclosure in text form.
8. The Supplier bears the burden of proof for the existence of one of the above exceptions.
9. If the Supplier intentionally or negligently breaches his duty of confidentiality in whole or in part, he shall be obliged to compensate UNSINN for the direct or indirect damage arising therefrom (including the costs of legal action). If a breach of duty is proven, the Supplier shall bear the burden of proof that the breach of duty is not based on intentional or negligent conduct. In all other respects, existing statutory claims shall remain unaffected by this.
10. Licences or other rights of any kind whatsoever, in particular rights to a name, as well as rights to patents, utility models and/or trademarks as well as other industrial property rights, are neither granted by this agreement nor does a corresponding obligation to grant such rights arise from this. In particular, the Supplier shall not be entitled to apply for patents or other statutory property rights with the Confidential Information handed over by UNSINN without UNSINN's consent. The transfer of the Confidential Information does not establish any rights of prior use for the Supplier.
11. The liability and warranty for Confidential Information with regard to completeness, correctness, freedom from errors, freedom from third party property rights is excluded - as far as legally permissible.
12. The Supplier is obliged to ensure information security and data protection with regard to Confidential Information of UNSINN and shall take suitable control and security measures for this purpose. If Confidential Information is passed on to third parties, processed and/or stored by them, the Supplier shall take appropriate measures to ensure the protection of the Confidential Information (e.g. by concluding a contract which essentially corresponds to the provisions of this Confidentiality Agreement). In the event of an electronic exchange or transfer of Confidential Information, the current state of the art shall be complied with. Possible certifications can be used as suitable proof (for example VDA ISA / ISO 27001-2013). The Supplier shall ensure that the provisions and regulations of data protection are complied with.
13. Upon UNSINN's request, the Supplier shall return the received embodied Confidential Information in full as far as possible. The Supplier may instead destroy or delete the Confidential Information. In this case, the destruction or deletion shall be confirmed in writing upon request. This obligation shall not apply to Confidential Information (i) stored in routine backups, (ii) required to be retained by law, regulation, court order and/or governmental authority, or (iii) copies of Confidential Information retained by the Supplier for record purposes. The confidentiality obligations under this Agreement shall remain unaffected.
14. The Supplier may not advertise his business relationship with UNSINN without the prior consent of UNSINN.
15. A confidentiality agreement concluded between the contractual partners shall have priority.



## **XIX. Compliance**

1. The contractual partners are committed to a value-oriented, corruption-free business world. They undertake to refrain from criminal acts and to take all necessary measures to avoid them and to comply with legal provisions.
2. In the event of a breach of an obligation from section XIX. 1 by the Supplier, UNSINN is entitled to cease further business contacts with the Supplier without this giving rise to any claims on the part of the Supplier, irrespective of the legal grounds.
3. If the Supplier breaches an obligation from clause XIX. 1. and the legal transaction is not void according to § 134 BGB, UNSINN is entitled to terminate the contract extraordinarily.

## **XX. Termination of Contract / Termination**

1. If the performance owed under the contract is a work performance, UNSINN has the right to terminate the entire contract or parts thereof at any time in addition to the rights of termination or withdrawal provided for by the contract or by law. In the event of a termination, only the self-contained and proven services performed in accordance with the contract up to that point are to be remunerated, provided that these are usable for UNSINN and these are immediately transferred by the Supplier. Any further claims of UNSINN against the supplier shall remain unaffected by this provision.
2. After termination, the Supplier shall return all performance results as well as the documents provided to him, including parts, samples and digital data carriers, without being requested to do so. A right of retention to these documents exists only on the basis of undisputed or legally established claims from the same legal relationship.
3. Any termination must be made in writing.

## **XXI. Force majeure**

Delays or failure to perform under the contract as a result of an event of force majeure without fault or neglect on the part of the contracting party affected shall be deemed to be excused as long as the event continues. This requires that the affected contractual partner informs the other contractual partner in writing immediately after the occurrence of the event of force majeure, but no later than 3 days thereafter, of the type and extent of the force majeure event that has occurred and its effects, including the expected duration.

Events of force majeure are unforeseeable, unavoidable and extraordinary events such as natural disasters such as floods, earthquakes, hurricanes or other extreme natural events, shortages of raw materials, energy and labour, industrial disputes, operational disruptions for which the Supplier is not responsible or which are unforeseeable, fires, riots, wars, sabotage, terrorist attacks.

Unless the Supplier can credibly assure that a delay due to force majeure will not exceed 30 days or if a delay due to force majeure exceeds 30 days, UNSINN may terminate the contract without any liability to the Supplier.

## **XXII. Foreign Trade / Export Control**

1. The Supplier undertakes to comply with all requirements of national and international customs and foreign trade law („Export Control Law“). Within 14 days after conclusion of the contract or immediately in the event of changes in accordance with section IV. 7. he shall provide UNSINN in writing with all data required by UNSINN in order to comply with all requirements of export control law.

This includes in particular:

- a. Item-by-item indication with „Yes“ or „No“ whether an export licence obligation exists under export control law;
- b. Indication of all export list numbers, including the American Export Control Classification Number (ECCN);
- c. Statistical commodity code according to the current commodity classification of foreign trade statistics and the HS (Harmonized System) code;
- d. Indication of the country of origin and upon request of UNSINN free of charge issuance of a supplier's declaration on preferential origin or a EUR1 paper or certificates on preferences or all other documents required by the customs administration.

2. The Supplier undertakes to support UNSINN to the best of his ability in maintaining the status of an Authorised Economic Operator (AEO). The Supplier declares that it:
  - a. Goods which are produced, stored, transported, delivered to or taken over by UNSINN as an authorised economic operator (AEO) are produced, stored, processed and loaded on secure premises and at secure handling locations and are protected against unauthorised access during production, storage, processing, loading and transport.
  - b. The personnel employed for the production, storage, processing, loading, transport and acceptance of such goods are reliable.
  - c. Business partners acting on its behalf are informed that they must also take measures to secure the above-mentioned supply chain.
3. In the event that the Supplier breaches his obligations under Clause XXII 1. or 2., in particular if declarations are found to be false, he shall bear all damages and expenses incurred by UNSINN as a result, insofar as the Supplier is responsible for them. The parties agree that clause XV 3. shall apply accordingly.
4. Notwithstanding other rights from this contract, UNSINN shall be entitled to extraordinary termination of the contract in writing in the event that the Supplier breaches an obligation from clause XXII. and does not remedy the breach of obligation despite the setting of a reasonable deadline by UNSINN.

## **XXIII. Data protection**

1. The contractual partners collect and process personal data in accordance with applicable data protection law, in particular the DSGVO and the BDSG. Personal data that comes to the knowledge of the supplier in connection with the business relationship shall be used exclusively within the framework of the defined purposes and for the processing of the contractual relationship.
2. The supplier must ensure that all persons entrusted with the provision of services observe the statutory provisions on data protection and have been obliged in writing to maintain data secrecy. The corresponding declarations of obligation must be shown to UNSINN on request.
3. If personal data are processed by the Supplier on behalf of UNSINN within the scope of the provision of services, the Supplier shall be obliged to immediately conclude a (sub)contract processing agreement provided by UNSINN with UNSINN pursuant to Art. 28 DSGVO.

## **XXIV. Information Security**

1. The software and hardware used and supplied by the Supplier within the scope of the performance of services must not contain any functions which endanger the integrity, confidentiality and availability of the contractually agreed services, other hardware and/or software or data.
2. The Supplier shall be obliged to secure data necessary for the performance of services, including personal data of UNSINN, against unauthorised access, modification, destruction and other misuse in accordance with the state of the art („information security“).

## **XXV. Information and notification obligations of the supplier**

The Supplier shall inform UNSINN without undue delay of any justified suspicion of a violation of requirements of export control law pursuant to Clause XXII., of data protection pursuant to Clause XXIII. and of information security pursuant to Clause XXIV. and in doing so provide all information required by UNSINN to clarify the facts and to restore the original state. UNSINN has the right, in consultation with the Supplier, to carry out inspections with regard to the above-mentioned breaches or to have them carried out by inspectors to be named in the individual case. UNSINN has the right to satisfy itself of the supplier's compliance with the requirements in his business operations by means of spot checks, which as a rule must be notified in good time.

3. The Supplier is obligated to notify UNSINN immediately in writing of not only insignificant compliance violations, in particular violations which may directly or indirectly impair the Supplier's readiness to perform and/or the business relationship of the contractual partners.
4. In the event of suspicion of poor quality of the services in accordance with section XIII. and justified cause (e.g. in the event of non-compliance with



agreements, milestones etc. by the Supplier), UNSINN shall have the right to inspect the performance of the services by the Supplier during normal business hours and to inspect the materials, documents and performance results which are directly or indirectly related to the services.

#### **XXVI. General Provisions**

1. The contractual relationship shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is the local competent court at the registered office of UNSINN, provided that the ordering party is a merchant within the meaning of the German Commercial Code (HGB). UNSINN is furthermore entitled to assert its claims at the general place of jurisdiction of the supplier.
3. If at any time a contractual partner does not demand compliance with a provision of the contract from the other contractual partner, this shall not affect the right to demand such compliance at a later time. The waiver by either party of any breach of any provision of the Contract shall not constitute a waiver of any subsequent breach of the same or any other provision.
4. Unless expressly agreed otherwise, the place of performance for the delivery obligation is the shipping address or place of use requested by UNSINN, for all other obligations of both parties the registered office of UNSINN.
5. If the Supplier suspends his payments, if a provisional insolvency administrator is appointed or if insolvency proceedings are opened against his assets, UNSINN shall be entitled to withdraw from the contract in whole or in part. This shall apply accordingly if the economic situation of a contractual partner deteriorates in such a way that the performance of the contract is seriously jeopardised.
6. The supplier must inform UNSINN immediately and in writing of any significant changes in the shareholdings in the supplier's company. The obligation also exists if the material change is subject to statutory publicity requirements (obligation to be entered in the register). If the significant change in the shareholding in the Supplier's company is also associated with a change in the control relationships within the Supplier's company (e.g. sale of the majority of the shares or attainment of a controlling influence by a third party) and the interests of UNSINN are specifically unreasonably impaired as a result, UNSINN shall be entitled to terminate the contractual relationship without notice for good cause.
7. These Terms and Conditions of Purchase have been drawn up in German and English. In the event of contradictions and discrepancies between the German and English versions, the German version shall prevail.

**Status 01/2023**