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As of <b>05.12.2023</b>	

**GENERAL TERMS AND CONDITIONS OF PURCHASE OF RAWE ELECTRONIC GMBH AS OF 11 / 2023**  
(Bregenzer Straße 43, 88171 Weiler – Simmerberg, AG Kempten HRB 1426)

## 1. General provisions


- 1.1. The General Terms and Conditions of Purchase (hereinafter referred to as GTCP) shall apply vis-à-vis companies, legal persons under public law and special funds under public law exclusively.
- 1.2. Our GTCP shall apply exclusively; herewith we object to any contrary terms of the supplier or terms of the supplier differing from our GTCP unless we have agreed upon their application in an individual case expressly and in writing. Our GTCP shall apply even if we accept the supplier's delivery without reservation despite our knowledge of the supplier's contrary terms or terms differing from our GTCP.
- 1.3. The GTCP shall also govern all future business relations, even if they are not expressly agreed upon again.
- 1.4. The following shall apply to all service relations between the supplier and us in the given order: (i) agreements reached as part of the individual order, (ii) framework agreements including their amendments, (iii) a quality-assurance agreement, (iv) a confidentiality agreement, (v) a logistics agreement, (vi) other standardised agreements, (vii) the GTCP at hand, (viii) statutory provisions.

## 2. Contract conclusion and contract modifications

- 2.1. Orders and delivery calls as well as their modifications and amendments shall be in writing.
- 2.2. Oral agreements prior to or during the conclusion of a contract shall be confirmed in writing to be effective. Oral agreements subsequent to contract conclusion, in particular subsequent modifications and amendments of our GTCP as well as collateral agreements of any kind, shall also be confirmed in writing to be effective.
- 2.3. Cost estimates are binding and free of charge unless expressly agreed otherwise.
- 2.4. If the supplier does not accept the order within two weeks upon receipt, we will be entitled to withdraw. Delivery calls will become binding if the supplier does not object within a reasonable period of time, i.e. generally within five working days upon receipt.

## 3. Delivery

- 3.1. Deviations from our orders are inadmissible without our prior written consent.
- 3.2. Agreed dates and deadlines are binding. Deliveries prior to such dates are inadmissible without our consent. The determining factor for the assessment of compliance with the delivery date or deadline is the receipt of the goods at our premises. If the agreed delivery does not include the price for shipment to our premises, the supplier shall provide the goods on time, taking into consideration the period of time required for loading and dispatch, which is to be co-ordinated with the shipping company.
- 3.3. If the supplier undertakes installation or assembly, and unless agreed otherwise, the supplier shall bear all the required ancillary costs, unless provided for otherwise, such as travel expenses as well as costs for the provision of tools and disassembly.
- 3.4. If agreed dates are not complied with, statutory provisions shall apply. If the supplier expects difficulties with regard to production, the provision of primary material, the compliance with the


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delivery date or similar circumstances that might prevent it from delivering on time or complying with the agreed delivery quality, the supplier shall notify our purchasing department without delay.

- 3.5. Any acceptance of a delayed delivery or service without reservation will not imply a waiver of claims for damages which we are entitled to on the grounds of the delayed delivery or service (not even in the case of a payment.).
- 3.6. Partial deliveries will be generally inadmissible unless we have expressly agreed to them or if they are reasonable.
- 3.7. With the proviso of other evidence, the determining factors for the assessment of the number of units, weights and measurements are the values ascertained in our incoming goods inspection.
- 3.8. When importing or exporting goods, the supplier shall submit all necessary and legally required documents, specifications, certificates etc., free of charge, and indicate the destination and place of origin on its invoice in accordance with the provisions of the respective customs law. To the extent that the supplier delivers contractual products from the EU, the supplier undertakes to submit to the principal a long-term supplier's declaration for goods that have preferential originating status within the meaning of Annex 22-16 – IA of Implementing Regulation (EU) 2015/2447 laying down rules for implementing certain provisions of Regulation (EU) 952/2013 (Union Customs Code), or an individual supplier's declaration indicating a commercial invoice or an order number.
- 3.9. Delivered products shall be consigned in compliance with all statutory provisions, in particular with the German Act governing Product Safety (Produktsicherheitsgesetz). Any instructions as to assembly and maintenance as well as the German Dangerous Chemicals Ordinance (Gefahrstoffverordnung) shall be complied with. The supplier shall be responsible for compliance with the provisions. In case any materials are used for the performance of services that are subject to identification requirements within the meaning of the German Dangerous Chemicals Ordinance (Gefahrstoffverordnung), the supplier shall provide a list indicating the exact substance name, hazard symbols and hazard statements. The supplier shall take back any empty containers, residues and residual quantities that may accrue and shall dispose of them on its own authority according to statutory provisions.

#### 4. Supplier recourse

- 4.1. In addition to claims based on defects, we are entitled to our statutory rights of recourse within a supply chain (recourse of the supplier according to sections 445a, 445b, 478 German Civil Code (BGB) and to sections 445c, 327 Abs. 5, 327u German Civil Code (BGB)) without restrictions. In particular, we are entitled to demand exactly the kind of supplementary performance (rectification of defects or substitute delivery) from the supplier that we owe our customer in the individual case. This will not restrict our statutory right to choose (section 439 para. 1 German Civil Code (BGB)).
- 4.2. Before recognising or satisfying any claim based on defects asserted by one of our customers (including reimbursement of expenses according to sections 445a para. 1, 439 para. 2 and 3 German Civil Code (BGB)), we will notify the supplier and request a short explanation of the matter in writing. If the supplier fails to provide us with a substantiated statement within a reasonable period of time, and if no solution is achieved by mutual agreement, the claim based on defects which is de facto conceded by us is considered to be due to our purchaser. In this case, the supplier will bear the burden of proving the contrary.
- 4.3. Our claims arising from supplier recourse will also apply if the defective goods were processed by us or by another contractor, for example by means of incorporation into another product.

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## 5. Right of use / Rights of third-party

- 5.1. With regard to software that is part of the product's scope of delivery, including its documentation, we have the right of use within the legally admissible scope (sections 69 a et seqq. German Act on Copyright and Related Rights (UrhG)) as well as the right of use including the agreed performance features and within the scope required for the use of the product as agreed in the contract. We will also be allowed to create a backup copy without express agreement unless the supplier offers a reasonable backup service itself.
- 5.2. The supplier warrants that the delivery is free of third-party rights and that RAWE ELECTRONIC GmbH will be indemnified from any damages and costs that may arise from noncompliance with this promise of guarantee.
- 5.3. The supplier will indemnify RAWE ELECTRONIC GmbH and its affiliated companies as well as their customers from any claims against them that third parties may derive from the violation of industrial property rights and copyrights caused culpably by the supplier in the form of the delivered goods. The supplier will have no obligations if such claims are attributable to constructions or processes stipulated by RAWE ELECTRONIC GmbH or if such claims are based on the fact that the delivered goods were combined with other devices that were not delivered by the supplier. RAWE ELECTRONIC GmbH will notify the supplier of any asserted claims.

## 6. Obligation to produce supporting documents in case of force majeure


- 6.1. If the supplier invokes circumstances amounting to force majeure conferred upon it by a contract, it shall bear the full burden of proof and of providing evidence that it is a case of force majeure. The respective applicable legal consequences will not come into effect before such evidence is provided.

## 7. Pricing, price escalation clause and passing of risk

- 7.1. If no specific agreement is reached, the prices include delivery to our facilities, i.e. the delivery addresses of RAWE ELECTRONIC GmbH, customs cleared and including packaging. With regard to packaging, special conditions can be agreed upon in order to meet statutory provisions.
- 7.2. **We expressly object to any price escalation clauses of the supplier.**
- 7.3. The supplier bears the risk of loss or damage until we or our contractors accept the goods at the place to which the goods are to be delivered according to the order.


## 8. Invoicing

- 8.1. Invoices shall be submitted electronically, in .pdf format and by e-mail to [invoice@rawe.de](mailto:invoice@rawe.de).

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## 9. Quality, claims based on defects, recourse

- 9.1. The supplier warrants that all goods to be delivered are made using the most suitable and faultless materials, comply with any statutory/regulatory provisions at the time of delivery/performance, possess the quality agreed in the individual contract (order/delivery call), i.e. comply with contractual specifications or, in the absence of any agreement, possess merchantable quality and comply with the state of the art at the time of order fulfilment, even if such state of the art has not been adopted by the technical standards and regulations that are relevant for the supplier's services at the place of performance. In addition, the goods shall be suitable for the purpose set out in the contract without any agreement as to the generally customary use.
- 9.2. If the supplier has any concerns about the type of execution requested by RAWE ELECTRONIC GmbH, it shall communicate such concerns in writing without delay.
- 9.3. The supplier will deliver the contractual products in suitable packaging approved by the purchaser. The purchaser's incoming goods inspection only concerns obvious damages of the packaging as well as details on the delivery note and packaging. The supplier will be notified of any deviations without delay. Any technical inspection and assessment of the delivered goods takes place subsequently in the ordinary course of business, which will particularly be the case if testing procedures are required. Therefore, any inspection and notification of defects shall occur within a reasonable period of time. Therefore the supplier waives the right to object on the grounds of late notification of defects.
- 9.4. The statutory provisions governing defects of quality and defects of title shall apply, save as otherwise provided subsequently.
- 9.5. RAWE ELECTRONIC GmbH may return defective products that do not comply with the requirements of RAWE ELECTRONIC GmbH or the agreed specifications to the supplier at the supplier's expense and risk, and such products shall be replaced by the supplier with faultless products without delay without incurring additional costs for RAWE ELECTRONIC GmbH. Return shipments will be charged back; the new delivery shall be invoiced anew.
- 9.6. If the supplier does not begin to remove the defect without delay upon our request to remove the defect within a reasonable deadline, or if such request including a reasonable deadline is impossible or unreasonable in urgent cases to avert imminent danger or to avoid major damages, we will be entitled to remove the defect at the supplier's expense ourselves or to have a third party remove the defect. Claims for damages of RAWE ELECTRONIC GmbH arising from faulty delivery or performance will remain unaffected.
- 9.7. Claims based on defects of quality and defects of title will become statute-barred after 3 years unless the object was used for a building in accordance with its customary use and has caused the building's defectiveness. The limitation period for claims based on defects of quality begins to run with the delivery of the contractual object (passing of risk).
- 9.8. In case of defects of title, the supplier will also indemnify us from potentially existing third-party claims.
- 9.9. For parts of the delivery that are newly delivered, refurbished or repaired within the limitation period of our claims based on defects, the limitation period will begin to run anew upon the supplier's meeting our supplementary-performance or subsequent-improvement claims fully pursuant to section 212 para. 1 No. 1 German Civil Code (BGB), to the extent there is no indication of a mere suspension pursuant to section 203 German Civil Code (BGB).
- 9.10. The supplier also undertakes to bear all damages that cannot be remedied by supplementary performance (consequential harms caused by a defect).
- 9.11. If we incur costs as a result of the defective delivery of the contractual object, in particular transport costs, road charges, labour costs, material costs or expenses for an incoming goods inspection beyond the usual scope, the supplier shall bear such costs.

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- 9.12. If we, as a result of the defectiveness of the contractual object delivered by the supplier, take back products we have made and/or sold, or if a claim is asserted against us in some other way for that reason, we reserve the right to recourse against the supplier, in which case setting a time limit, which is otherwise required, is not necessary with regard to our warranty rights.
- 9.13. We will be entitled to request from the supplier reimbursement of expenses that we had to bear as part of our relationship with our customer if the customer was entitled to request from us reimbursement of expenses required for the purpose of supplementary performance, in particular transport costs, road charges, labour costs and material costs.
- 9.14. Notwithstanding the provisions above, the limitation of action takes effect at the earliest 3 months upon our meeting the claims our customer has asserted against us, at the latest, though, 5 years upon delivery by the supplier.

## 10. Product liability and insurance coverage

- 10.1. In case the supplier is responsible for a product defect, the supplier undertakes to indemnify us from third-party damage claims upon first request, to the extent that the cause lies in its sphere of control and organisation and to the extent that it is liable in relation to third parties.  
In the context of its liability for damages within the above-mentioned meaning, the supplier also undertakes to reimburse any expenses pursuant to sections 683, 670 German Civil Code (BGB) or sections 830, 840, 426 German Civil Code (BGB) which are incurred from or in connection with a recall we have conducted. We will notify the supplier of the subject and scope of the recall to be conducted – to the extent this is possible and reasonable – and give the supplier an opportunity to comment. Other statutory claims will remain unaffected.
- 10.2. Regarding sections 5 and 13 German Product Liability Act (ProdHaftG), the supplier shall store its documents related to the development and production of products delivered to RAWE ELECTRONIC GmbH for at least 10 years upon delivery to RAWE ELECTRONIC GmbH.
- 10.3. The supplier undertakes to maintain (business) liability insurance at its expense with an insurance cover amounting to EUR 3.0 million – flat-rate – per personal injury/property damage (including product liability claims). Any further damage claims to which we may be entitled will remain unaffected.

## 11. Execution of work

- 11.1. Individuals who carry out work at the premises of RAWE ELECTRONIC GmbH in fulfilment of the contract shall comply with the provisions of the respective working regulations. Liability for accidents of such individuals at the premises is excluded to the extent that such accidents were not caused by any wilful or grossly negligent violation of duty of our legal representatives or vicarious agents.
- 11.2. The supplier shall be liable for all damages, according to statutory provisions, which are incurred to RAWE ELECTRONIC GmbH through the supplier's or its vicarious agents' rendering of contractual services.
- 11.3. At RAWE ELECTRONIC GmbH's request, the supplier will install and put machines and equipment into service upon delivery. If the devices required to this end are provided by the supplier, the supplier shall specify the incurred expenses in the quotation as individual items and issue a separate invoice for such expenses.
- 11.4. If the supplier must carry out additional development work in order to confirm an order, RAWE ELECTRONIC GmbH will not pay any expenses incurred for such work without a prior written agreement.

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- 11.5. To the extent that RAWE ELECTRONIC GmbH does not provide any processing, measuring and testing devices or gauges, any expenses incurred for tools shall be specified in the quotation as individual items and a separate invoice shall be issued for such expenses. The devices and gauges developed specifically for the execution of the order will become RAWE ELECTRONIC GmbH's property upon payment, and RAWE ELECTRONIC will let the supplier use them on the terms of the contract governing the lending of tools to be concluded separately.

## 12. Provision of materials / scrap accrual

- 12.1. Any tools, materials and parts the supplier is provided with for the completion of orders will remain the property of RAWE ELECTRONIC GmbH and shall be labelled as such. If RAWE ELECTRONIC GmbH's sole ownership of these objects is extinguished by way of processing, combining or blending, the parties to the contract agree that RAWE ELECTRONIC GmbH will become the sole owner of the new object. Handover is replaced by RAWE ELECTRONIC GmbH's letting the supplier keep the new object until delivery.
- 12.2. Any tools, materials and parts as well as production documentation and drawings which RAWE ELECTRONIC GmbH lets the supplier use to execute the order may only be used for the execution of such order – just like the ordered product itself; to the extent that a redrawing of RAWE ELECTRONIC GmbH's drawings is required, the supplier will add the copyright notice to the new drawings of RAWE ELECTRONIC GmbH. Surplus materials and parts shall be returned to RAWE ELECTRONIC GmbH upon completion of the order.
- 12.3. If an amount of scrap accrues from the provided materials or parts which exceeds normal standards or the agreed quota, the supplier will be charged for the material costs caused by such excessive use to the extent that the supplier is responsible for such excessive use.

## 13. Documents and secrecy

- 13.1. Any business or technical information which we have made available (including features that can be derived, for example, from the objects, documents or software we have handed over as well as other knowledge or experiences) shall be kept secret from third parties as long as and to the extent that such information is not evidently known to the public, and may be made available only to such individuals in the supplier's company who must necessarily be involved in order to use such information for the purpose of the delivery to us and who shall also be obligated to maintain secrecy; such information will remain our sole property.
- 13.2. We reserve all rights to such information (including copyrights and the right to the application of industrial property rights as well as patents, utility models, semiconductor protection, etc.). If such information was made available to us by third parties, this reservation of rights shall also apply in favour of such third parties.
- 13.3. For technical information of any kind, such as drawings, specifications and descriptions, the additional provision shall apply that they may not be transferred abroad unless they are published or generally known. Upon request and completion of the order, the supplier shall return to RAWE ELECTRONIC GmbH all documentation of RAWE ELECTRONIC GmbH, such as drawings and descriptions. The display of products manufactured according to drawings or specifications of RAWE ELECTRONIC GmbH as well as the reference to RAWE ELECTRONIC GmbH orders vis-à-vis third parties require RAWE ELECTRONIC GmbH's prior written consent. The supplier will not hand over any information to RAWE ELECTRONIC GmbH which it considers confidential. Accordingly, information made available to RAWE ELECTRONIC GmbH will not be considered confidential. If the

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supplier deems it necessary to make an exemption, such exemption shall be agreed in writing prior to acceptance of the order.

- 13.4. Any products manufactured according to documents designed by us, such as drawings, models and the like, or according to confidential details provided by us or with our tools or replicated tools, may neither be used by the supplier itself nor offered or delivered to third parties. This shall also apply mutatis mutandis to our print orders.

#### **14. Assignment of a claim / reservation of title / risk of insolvency**

- 14.1. Without RAWE ELECTRONIC GmbH's written consent, the supplier shall neither assign claims vis-à-vis RAWE ELECTRONIC GmbH to third parties nor award subcontracts for the completion of the order nor pass on orders. To the extent the supplier's purchasing of materials or parts is customary or necessary for the execution of RAWE ELECTRONIC GmbH's order, it will not be considered a subcontract.
- 14.2. The supplier does not have any reservation of title of any form whatsoever with regard to the objects it delivered. All objects become the property of RAWE ELECTRONIC GmbH upon handover. No rights of pledge of any kind, including contractor's liens, will be established.
- 14.3. If insolvency proceedings are instituted against the assets of the supplier, RAWE ELECTRONIC GmbH will be entitled to withdraw from the part of the contract that has not been executed.


#### **15. Place of performance / choice of law / place of jurisdiction / contract language**

- 15.1. The place of the delivery address is deemed to be the place of performance.
- 15.2. The contractual relations are governed exclusively by German law, excluding conflict of law provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.3. Place of jurisdiction for all legal disputes arising directly or indirectly from contractual relationships based on the GTCP at hand is Kempten, Germany. Furthermore, we will be entitled to sue the supplier, at our choice, at the court of its registered office or its branch or at the court of the place of performance.
- 15.4. The contract language is German. If the GTCP at hand and other documents also exist in English, the German version shall be authoritative in case of a court dispute.

#### **16. Compliance / environmental protection / occupational health and safety / supply chain act**

##### **16.1. Compliance**

- 16.2. The supplier undertakes to comply with all relevant laws and regulations of the respective applicable legal system(s), in particular with anti-corruption and export-control laws as well as antitrust and competition laws.
- 16.3. The supplier warrants that neither the supplier nor any of its employees will offer, grant, approve or promise any material or immaterial benefits to other individuals (in particular public officials or individuals performing similar tasks in public positions) or demand, accept or allow to be promised such benefits from other individuals (be it to their own personal advantage or the advantage of another individual) with the intention to assert undue influence on a business relationship, or likewise if such benefits pose the risk of jeopardising the professional independence of the business partner.

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16.4. The supplier further undertakes not to carry out or to omit acts, neither actively nor passively, directly or indirectly, that might lead, in particular, to a criminal liability for fraud, embezzlement, violations of competition rules or insolvency offences.

**16.5. Environmental regulations**

16.5.1. The materials and operating supplies used by the supplier as well as their ingredients must comply with statutory environmental, safety and recycling provisions, and if applicable with customer standards or indications on drawings agreed on separately in writing.

16.5.2. The use of certain materials and ingredients is regulated by the legislator (ban on heavy metals, for example). The purchaser will place its suppliers under the obligation to comply with such statutory provisions. For the purpose of providing evidence, the supplier will prepare material data sheets and, respectively, safety data sheets for all materials used (according to VDA Volume 2, cf. bibliography) and will enclose them with the initial sample inspection report if required.

16.5.3. The supplier shall minimise exhaust, noise and substance emissions in accordance with the latest state of the art and shall comply with all applicable provisions.

16.5.4. If the supplier develops products or processes for the purchaser, it shall indicate and assess the respective materials recycling procedure that is most environmentally friendly according to the state of the art. In doing so, the supplier shall ensure the possibility to dismantle reusable components by means of construction, and if applicable provide evidence of this in an assembly analysis. High-quality materials shall be labelled according to VDA 260 (cf. bibliography). The use of non-reusable materials shall be reduced – to the extent possible.

16.5.5. (Conflict minerals – query according to Dodd Frank Act Section 1502). Upon initiative of the US supervisory authority SEC (Securities and Exchange Commission), RAWE ELECTRONIC GmbH is liable to give information to its business partners within the supply chain regarding the use of certain materials, so-called “conflict minerals”. These are the minerals gold, tin, tantalum and tungsten (and their derivatives) in connection with their origin from the region of the Democratic Republic of the Congo and its neighboring countries. If the supplier uses such minerals in products for the customer, the supplier undertakes to answer a corresponding query.

Further information is available from the AIAG organisation ([www.aiag.org](http://www.aiag.org)).

**16.6. Occupational health and safety**


16.6.1. In its field of activity, the supplier is responsible for initiating and executing occupational safety measures. The supplier will, at its expense, set up the required accident prevention facilities and will issue the required instructions according to the applicable occupational health and safety provisions.

16.6.2. The supplier warrants that it will comply with the provisions of the German Act governing Minimum Wage (MiLoG) the German Act to Combat Undeclared Work and Unlawful Employment (SchwarzArbG), and the German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG) with regard to employees who were deployed by the supplier or a subcontractor to render the service. The principal is entitled at all times to demand evidence in the form of a tax advisor’s or auditor’s certification containing a corresponding guarantee in favour of RAWE ELECTRONIC GmbH; the supplier shall bear any expenses for such evidence.

16.6.3. We will be entitled to inquire with the deployed employees as to whether the minimum wage is being paid. If an employee refuses to respond, the supplier will ensure that he or she will no longer be deployed to render the service.

16.6.4. If a claim is asserted against us on the grounds of the supplier’s obligation to pay the minimum wage to employees deployed by the supplier or subcontractors to render the service, or on the grounds of other payments pursuant to section 14 German Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany (AEntG), the supplier will indemnify us from such claims irrespective of limitations on liability agreed otherwise.



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16.6.5. We may, at our own choice, terminate the contract without notice or withdraw from the contract and, in both cases, demand compensation if we become aware subsequently that the supplier or subcontractor culpably failed to comply with the German Act governing Minimum Wage or if either of them fails to comply with their above-mentioned obligations within a reasonable period of time set by us.

**16.7. German Act governing the Duty of Care within the Supply Chain (LkSG)**

16.7.1. Currently, the German Act governing the Duty of Care within the Supply Chain (LkSG) does not apply to RAWE ELECTRONIC GmbH.

16.7.2. If RAWE ELECTRONIC GmbH is faced with claims or other obligations under LkSG (also as an indirect supplier), and if RAWE ELECTRONIC GmbH in turn holds a claim against the supplier in this context, the supplier shall indemnify RAWE ELECTRONIC GmbH against any and all claims and obligations upon its first request.

**17. Data protection**

The parties mutually agree that personal data that have been shared may be processed exclusively in connection with the order and in compliance with statutory provisions and may be forwarded to subcontractors to the extent it is necessary to complete the order. Any other processing or forwarding is excluded unless a party is obligated by a statutory provision to forward the data.

**18. Final provisions**

If any provision of these GTCP is or becomes partly or fully invalid or unfeasible, this shall not affect the validity of the remaining provisions. If any item requiring regulation is invalid, not identified or not regulated to the required extent, the parties undertake to close the gap that arises as a result, thus accomplishing the intent of the contract by means of a provision that is legally admissible and economically accomplishes the intended purpose as far as possible.