

General Terms of Purchasing of SENEK GmbH (GTP SENEK)

1. SCOPE OF APPLICATION AND GENERAL PROVISIONS

a) The following provisions shall apply to all business relations, in particular all quotations and deliveries made and services rendered by business partners and contractual partners as well as suppliers (hereinafter referred to as “the Supplier”). Any other terms and conditions of the Supplier shall not be valid. Exceptions shall be possible subject to a written statement of acceptance from SENEK GmbH (hereinafter referred to as “SENEK”). By concluding any agreement, the Supplier accepts these terms of business. These terms of business shall also apply in the event that, aware of conditions set by the Supplier which contradict or deviate from these conditions, SENEK accepts a delivery from the Supplier without reservation. The terms of business shall apply only to entrepreneurs within the meaning of Section 310 Para. 1 of the German Civil Code (BGB) and to commercial retailers, but not to consumers.

b) They shall also apply to all future business transactions between the contracting parties without the need for any reminder.

c) In the event that particular provisions differing from these conditions are agreed in writing for specific individual deliveries, these general terms of business shall be subordinate and supplementary thereto.

d) Business and trade secrets must be treated with the utmost confidentiality.

2. CONCLUSION OF AGREEMENTS

a) Orders must be made in writing. Agreements shall enter into force upon confirmation of the order by the Supplier. Orders must be confirmed in writing by the Supplier with reference to our order number within five (5) working days following the order date; otherwise, SENEK may cancel the order.

b) SENEK may demand changes to the contractual item even after the conclusion of an agreement, insofar as this is reasonable for the Supplier.

c) The primary obligation covered by the contractually owed scope of delivery shall comprise the contractually owed goods including all associated documents, operation and maintenance instructions, etc., and also, in the case of manufacture/sale of works (e.g. software), the associated rights of use thereto, transferable without restrictions of time or place, and the original files as well as any source codes etc.

3. PRICES, PAYMENT AND TERMS OF PAYMENT

a) All prices indicated by SENEK in the order shall be fixed prices including packaging and transport as well as transport insurance against the usual transport risks.

b) Any additional services shall only be remunerated if they were agreed in writing between the contracting parties before performance of said service.

c) Payment must be made within 14 days for a 3% early settlement discount, within 30 days for a 2% discount, or within 60 days in the full net amount. The payment deadline shall be calculated from the date of complete and correct receipt of the goods including all associated documents, operating and maintenance instructions, etc. The date of SENEK’s stamp of receipt shall be regarded as the date of receipt of each invoice; however,

the time until the payment deadline shall not begin before receipt of the goods at the agreed place of delivery. The payment deadline shall be deemed to have been met upon submission of the transfer order to the bank or on the date on which the cheque is sent.

d) Upon request by SENEK, the Supplier shall be obliged to collect all packaging of the products delivered by the Supplier from the receiving agency and dispose of said packaging at its own expense.

4. DELIVERY, DELIVERY PERIODS AND DELAY

a) Delivery dates and delivery periods shall be binding and shall be agreed between the Supplier and SENEK in writing for each order. Should it become apparent to the Supplier that the agreed delivery period can no longer be fulfilled, the Supplier must inform SENEK of this without delay and notify SENEK of a new delivery date. In such cases, the Supplier must ensure that delivery is made as promptly as possible at its own expense. The assertion of claims for damage caused by delay shall remain unaffected.

b) Goods shall be delivered at the expense and risk of the Supplier.

c) Each delivery of goods must be accompanied by a delivery note stating the corresponding

- order number,
- date and order item number,
- description of the goods with the Supplier's corresponding series or materials numbers.

d) In all instances of delayed delivery, of expiry of set delivery periods, or of non-performance or performance which otherwise does not conform to the agreement, SENEK may, after lapse of a reasonable extension, withdraw from the agreement or, insofar as the Supplier is responsible for the failure to meet the delivery date, demand damages in accordance with the statutory provisions; in such cases, the Supplier may not present the excuse that its own supplier/subcontractor failed to deliver promptly and/or correctly. These damages shall also cover any and all additional costs incurred for replacements procured from or by third parties.

e) SENEK shall be entitled to refuse acceptance of deliveries at the Supplier's expense in the event that the delivery exhibits defects.

f) SENEK shall have the right to withdraw from the agreement in whole or in part in the event that:

- the Supplier has, not merely temporarily, ceased its payments
- the Supplier has requested the institution of insolvency proceedings or
- insolvency proceedings have been instituted for the Supplier's assets or have been refused due to lack of assets
- it becomes known that the Supplier was classified as having poor credit at the time of the agreement's conclusion
- the Supplier ceases operations.

For agreements concerning recurring deliveries, the right to withdraw shall be replaced by the right to terminate (without notice) for cause.

g) In the event that a contractual penalty for delayed delivery was laid down in an individual agreement or framework purchasing agreement, SENEK's right to withdraw or demand damages for delay in accordance with clause 4. d) shall remain unaffected.

5. WARRANTY

- a) The statutory provisions concerning warranty for material and legal defects in accordance with the German Civil Code (BGB) shall be deemed to have been agreed unless other provisions are made subsequently.
- b) The warranty period shall be 36 months from the date of delivery of the goods, and extended to 60 months in the event of defects exhibited by or on a structure, or on an object which has been used in keeping with its customary use for such a structure and has caused said structure to become defective. The limitation period for warranty claims shall be extended, among other cases, if the parties hold negotiations over the existence or scope of warranty claims or if the Supplier or SENEK themselves determine the existence of a defect.
- c) In the event that goods exhibit a serial defect, SENEK shall be entitled to refuse acceptance of the entire delivery, or, if partial delivery has already been made, the remaining delivery, and to assert its statutory defect warranty rights for the entire delivery. A serial defect shall be deemed to exist if at least 10% of the goods delivered during the warranty period exhibit the same or a similar defect.
- d) SENEK shall inspect deliveries received from the Supplier for discrepancies in identity or volume, damage in transit and any other obvious defects, insofar as this is feasible in the ordinary course of business. The statutory requirement to make a complaint in respect of a defect immediately on receipt of the goods pursuant to Section 377 of the German Commercial Code (HGB) shall be deemed to have been met if the Supplier is notified of all observed defects within 10 working days following receipt of the delivery. The Supplier must be notified of hidden defects within 10 working days of their discovery.
- e) In the event of an excess or excessive delivery, SENEK shall reserve the right to return the goods delivered in excess at the Supplier's expense.

6. DATA PROTECTION AND CONFIDENTIALITY

The Supplier shall use the (personal) data shared by SENEK for performance of deliveries (name, address, email address, telephone number) confidentially and in accordance with the provisions of the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG). SENEK shall be entitled to object to the Supplier's use, processing or transfer of SENEK's data for marketing purposes at any time. The Supplier is obliged to treat the order and resulting work, including all associated documents, information, equipment etc., confidentially and must not grant third parties direct and/or indirect access thereto. The Supplier must obtain written consent from SENEK for any press releases, advertising and other publications concerning orders granted.

7. LIABILITY

- a) In accordance with the statutory provisions, the Supplier shall be liable for all damage arising from and/or in connection with the delivery of defective products. The extent and scope of said liability shall be without limitation.
- b) The Supplier hereby releases SENEK from claims arising from statutory product liability, insofar as this is permissible and insofar as the cause of the damage is determined to lie within the Supplier's domain.
- c) Any materials provided by SENEK for the purpose of fulfilling an order shall remain the property of SENEK and must be separately stored, labelled and managed by the Supplier free of charge. Such materials may

only be used for the contractually agreed purpose. The Supplier shall be liable to SENEK for any and all damage to such materials.

8. DECLARATION OF CONFIDENTIALITY/SECRECY AND CONTRACTUAL PENALTY

a) The Supplier must keep SENEK's purchase prices strictly confidential and must not make them accessible to or disclose them to any third parties. The Supplier shall impose the above obligation of confidentiality on all employees who are or become involved with the purchase and sale of the goods in this regard. The above obligation of confidentiality shall also apply to all of the Supplier's affiliated enterprises as well as any other companies, types of business or the like which are associated with the Supplier.

b) The Supplier is obliged to pay a contractual penalty of 50,000.00 EUR for any and every instance of culpable infringement of the above obligation of confidentiality, waiving the defence that several infringements of the same kind be treated as one single infringement. The amount of the contractual penalty may be reviewed for suitability by the competent court if applicable; Section 348 of the German Commercial Code (HGB) shall not apply. The assertion of further claims for damages shall remain unaffected. The contractual penalty shall be deducted from the damages due.

9. OTHER CONDITIONS, SEVERABILITY CLAUSE, PLACE OF PERFORMANCE, PLACE OF JURISDICTION

a) Should parts of these terms of business be invalid or contravene applicable law, the remaining clauses shall remain unaffected. Should individual provisions of these terms of purchasing be or become ineffective or impracticable, this shall not affect the validity of the remaining provisions. Such an ineffective, invalid or impracticable regulation shall be replaced by a regulation which comes as close as possible to the business purpose and function of the original. This shall also apply in any case of a gap in the provisions of the agreement.

b) The place of performance and place of jurisdiction for SENEK shall be its principal place of business in Leipzig, Germany. SENEK shall be entitled to bring legal actions at the Supplier's place of business.

c) These terms of business shall be subject to German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

d) SENEK shall be entitled to set off its own claims against those of the Supplier.

e) The Supplier must obtain written consent from SENEK before transferring claims against SENEK to third parties.

f) The Supplier is obliged to observe the recognised trade and industry standards and, in particular, statutory regulations, regulations laid down by supervisory authorities and professional associations, and the regulations and guidelines published by the technical-scientific association VDE concerning implementation, accident prevention and environmental protection.

g) In the course of business relations with the Supplier, SENEK will store the Supplier's data pursuant to the German Federal Data Protection Act (BDSG).

h) SENEK shall reserve the right to make modifications to these General Terms of Purchasing.

Last updated: September 2019