



SI Electronics GmbH - Friesenheimer Strasse 25 - 68169 Mannheim

12.05.23

## GENERAL TERMS AND CONDITIONS OF PURCHASE – SUPPLIERS

### § 1 APPLICABILITY

These Terms and Conditions of Purchase shall apply to all business relations if our contractual partner is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

The terms and conditions shall also apply to all similar future contracts with the respective business partner, even if they are not referred to again in each individual case.

These terms and conditions shall apply exclusively. Any conflicting or supplementary terms and conditions of the contractual partner shall only become part of the contract if we have expressly agreed to their validity, even if we accept the contractual partner's deliveries without reservation in the knowledge of the contractual partner's general terms and conditions.

Further agreements with the contractual partner that go beyond these terms and conditions shall only apply if they have been agreed in writing.

### § 2 CONCLUSION OF CONTRACT

The supplier shall confirm our order within one week. We may regard a delayed acceptance as a new offer.

We do not recognize self-delivery reservations and release clauses.

We shall be entitled to cancel orders and contracts free of charge for reasons for which we are not responsible, disruptions in the supply relationship with our customers.

A delivery time specified by us in the order is binding. If no delivery time has been specified, delivery shall be made without delay. The seller is obliged to inform us in writing if he cannot meet the delivery times.

### § 3 PRICES

The price includes delivery free domicile and packaging. Any packaging supplied with the goods shall be taken back by the supplier at his own expense.

In dispatch notes, delivery bills, packing slips, consignment notes, invoices and on the outer packaging as well as in other correspondence relating to the contracts, the order references or reference numbers stated by us in the order shall be noted. The Seller shall be liable for any damage resulting from non-observance of this regulation. Shipments which cannot be accepted due to non-observance of these instructions shall be stored at the expense and risk of the supplier. We may reject and return shipments that cannot be clearly identified at the expense and risk of the supplier.

#### **§ 4 PERFORMANCE AND TRANSFER OF RISK**

The seller is not entitled to have the service provided by third parties.

The place of performance is the registered office of our company, even if shipment of the goods is agreed at our expense.

The risk of accidental destruction and accidental deterioration is transferred to us upon handover. Even if an act of cooperation on our part is required, the seller must expressly offer his service before we are in default of acceptance.

The goods delivered to us shall become our unrestricted property at the latest when they have been paid for in full.

#### **§ 5 WARRANTY**

As part of the incoming goods inspection, we check the goods for identity, conformity of content as well as obvious and externally recognizable transport damage. In addition, we are not obliged to inspect the goods. The applicability of § 377 HGB is excluded.

The supplier is obliged to declare immediately after notification of the defect whether he will remedy the defect. After notification of defects has been made, all delivered parts must be inspected at the supplier's expense.

In the event of defects in the service, we can choose between subsequent performance and new delivery. After fruitless expiry of the deadline for subsequent performance/new delivery, we are entitled to demand further damages and proven futile expenses in addition to the statutory claims.

The warranty period is three years from the transfer of risk unless a longer period is provided for by law. The deadline shall be extended by the period between notification of defects and rectification of defects.

We are entitled to the rights pursuant to § 478 et seq. BGB in the event of recourse by our customer as well as the presumption rule of § 477 BGB vis-à-vis the supplier even if there is no purchase of consumer goods.

The seller is obliged to remove the defective goods and to reinstall the defect-free goods if the goods have been installed in another item or attached to another item in accordance with their nature and intended use; our claim for reimbursement of expenses in this regard remains unaffected.

#### **§ 6 PRODUCER LIABILITY**

If the seller is responsible for product damage, he must indemnify us against claims by third parties as the cause is within his sphere of control and organization and he himself is liable in the external relationship. Within the scope of this indemnification obligation, the seller must reimburse all expenses arising from or in connection with a claim by third parties, including recalls carried out. We will inform the seller about the content and scope of recall measures – as far as possible.

#### **§ 7 PROPERTY RIGHTS**

The supplier is responsible for ensuring that no rights of third parties (copyrights, licensing rights) are infringed by the performance of the contract. If a claim is made against us by a third party for this reason, the supplier is obliged to indemnify us against these claims upon first written request.

#### **§ 8 PLACE OF JURISDICTION**

The contractual relationship shall be governed by the law of the Federal Republic of Germany to the exclusion of international law, in particular the UN Convention on Contracts for the International Sale of Goods.

If the buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be our place of business. We are also entitled to bring an action at the place of performance of the delivery obligation or at the general place of jurisdiction of the seller.

#### **§ 10 FLOWDOWN**

Supplier must flow down to sub-tier suppliers the applicable requirements in the purchasing documents including key characteristics when required. When required, Supplier will secure approval from customer for product, procedures, processes and equipment. If required purchaser may require proof of qualifications of personnel. If required by flow down Supplier must have required QMS system in place. The need to:

- Introduction of a quality management system.
- use customer-designated or approved third-party vendors, including process sources (e.g., specialized processes);
- Notifying the organization of non-compliant processes, products, or services and obtaining approval for their elimination
- preventing the use of suspected unapproved, unapproved, and counterfeit parts.
- notifying the organization of changes to processes, products, or services, including changes to external vendors or place of manufacture
- transfer of applicable requirements, including customer requirements, to external suppliers
- Provision of certificates of conformity, test reports or release certificates, as required
- Retention of documented information, including retention periods and scheduling requirements

The right of access by the organization, its customer, and regulators to the relevant areas of the facilities and to the relevant documented information at each level of the supply chain; Making sure people are aware:

- your contribution to the conformity of the product or service
- their contribution to product safety
- their significance for ethical behavior

#### **§ 11 SEVERABILITY CLAUSE**

Should a provision of the contract be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid or unenforceable provision with a provision that comes as close as possible to what was economically intended.

*Version: May 2023*