

## **General Purchase Conditions of Bonsack Präzisionstechnik GmbH**

This General Purchase Conditions exists in German and English language. The German version shall prevail.

### **1. Scope of Application**

1.1 These General Purchase Conditions apply to all purchase orders and contracts for deliveries and services between Bonsack Präzisionstechnik GmbH ("Bonsack") and its suppliers ("Supplier").

1.2 Any deviating, conflicting or additional terms and conditions of the Supplier shall not become part of the contract unless Bonsack has expressly agreed to their applicability in text form.

1.3 Individual agreements with the Supplier shall take precedence over these General Purchase Conditions, provided that they have been concluded at least in text form.

### **2. Purchase Orders and Order Confirmation**

2.1 Purchase orders, amendments and supplements shall require text form.

2.2 The Supplier shall confirm the purchase order unchanged in text form within three business days. If no confirmation or a deviating confirmation is issued, Bonsack shall be entitled to revoke the purchase order free of charge.

2.3 The order confirmation shall include, in particular, the purchase order number, all order positions, the applicable technical specifications and the binding delivery date.

### **3. Changes to Performance**

3.1 Bonsack shall be entitled, after conclusion of the contract, to request reasonable changes to the execution, specification or scope of delivery.

3.2 Any effects on remuneration and delivery dates shall be taken into account appropriately and agreed upon prior to implementation.

### **4. Prices, Payment, Assignment**

4.1 The agreed prices are fixed prices and are net prices plus statutory value added tax.

4.2 Unless otherwise agreed, payment shall be made within 14 days with a 3% cash discount or within 30 days net after proper delivery and receipt of invoice.

4.3 Early delivery shall not give rise to any entitlement to early payment.

4.4 Claims against Bonsack may not be assigned without prior consent; Section 354a of the German Commercial Code (HGB) shall remain unaffected.

4.5 Bonsack shall be entitled to set off its own claims.

4.6 Any extended or expanded retention of title by the Supplier is excluded.

## **5. Delivery Dates and Delay**

5.1 Agreed delivery dates and deadlines are binding. The decisive factor shall be receipt of the goods at the delivery location specified by Bonsack.

5.2 The Supplier shall inform Bonsack without undue delay in text form as soon as it becomes apparent that a delivery date cannot be met.

5.3 For each commenced week of delay, Bonsack shall be entitled to claim a contractual penalty of 1% of the order value, up to a maximum of 5% in total. Further claims for damages shall remain unaffected; any contractual penalty shall be credited against such damages.

5.4 After the unsuccessful expiry of a reasonable grace period, Bonsack shall be entitled to perform the service itself or through third parties or to withdraw from the contract. In such cases, the Supplier's right to subsequent performance shall lapse.

## **6. Delivery and Shipping**

6.1 Each delivery shall be accompanied by a delivery note stating at least the purchase order number, order positions, item description, quantity and relevant specifications.

6.2 Delivery shall be made DDP (INCOTERMS 2020) to the designated receiving location, including proper packaging and preservation.

6.3 The Supplier shall bear the transport risk and shall be liable for damage caused by inadequate packaging.

## **7. Incoming Goods Inspection and Acceptance**

7.1 Incoming goods inspection shall be limited to checking identity, quantity and externally visible transport damage.

7.2 Use, processing, commissioning or functional testing of the delivery shall not constitute acceptance. Acceptance shall only take place upon Bonsack's express declaration in text form.

## **8. Warranty and Liability**

8.1 Statutory warranty rights shall apply. The limitation period shall commence upon delivery or, if agreed, upon acceptance.

8.2 The Supplier shall bear all costs of remedying defects, including removal, reinstallation and transport costs.

8.3 The Supplier shall indemnify Bonsack against third-party claims arising from product liability insofar as the cause lies within the Supplier's area of responsibility.

## **9. Supplied Items and Advance Payments**

9.1 Items supplied by Bonsack and materials financed by advance payments shall remain the property of Bonsack and shall be stored separately, clearly marked and protected against loss.

9.2 Processing shall not result in any ownership rights of the Supplier. Any co-ownership arising hereby is already assigned to Bonsack.

9.3 The Supplier shall inform Bonsack without undue delay in text form if there are indications of imminent insolvency, over-indebtedness or the filing of insolvency proceedings. In the event of insolvency or imminent insolvency, the Supplier shall be obliged to immediately enable the release of the supplied items and to perform all cooperation required for this purpose.

## **10. Rights to Work Results and Intellectual Property**

10.1 All work results arising in connection with the purchase order shall belong to Bonsack.

10.2 The Supplier grants Bonsack an exclusive, royalty-free, unlimited right of use in terms of time, territory and content, including the right of transfer and sublicensing.

10.3 Inventions and protectable results shall be disclosed to Bonsack without undue delay. Bonsack shall be entitled to file applications for intellectual property rights in its own name.

10.4 The Supplier shall treat all results, documents and knowledge as confidential for as long as and insofar as they have not been released by Bonsack.

10.5 In the event of a culpable breach by the Supplier of its obligations under Clause 10.4, Bonsack shall be entitled to claim a contractual penalty of EUR 25,000 per breach. Further claims for damages shall remain unaffected; any contractual penalty paid shall be credited against such damages.

## **11. Confidentiality**

The confidentiality obligation shall apply during the term of the contract and for a period of five years after termination of the contract.

## **12. Termination**

Bonsack shall be entitled to terminate the contract in whole or in part at any time. In such case, remuneration shall only be owed for services demonstrably rendered up to the effective date of termination. The right to terminate for cause without notice shall remain unaffected.

## **13. Place of Performance, Jurisdiction, Governing Law**

The place of performance shall be the receiving location designated by Bonsack.

Jurisdiction shall be Meiningen (postal code 98617), Germany.

German law shall apply. The German version shall be legally binding.