

# General Purchase Conditions of CTC advanced GmbH

## 1. Scope

1.1 These general purchase conditions apply to goods and services from your company to us, to the extent that other arrangements were not expressly made.

1.2 The general terms and conditions of your company that contradict our terms and conditions apply only to the extent that this is expressly agreed upon in writing.

## 2. Orders

2.1 Orders from our company, modifications or additions to ours must be affected in writing or text. This can also be done via fax or e-mail.

2.2 In orders for creating software and calibrating testing equipment, we will impose additional requirements. They will be enclosed on issue of the order. Should they be missing, they must be requested again in writing by your company.

2.3 We are entitled to revoke our orders free of charge if they are not confirmed without modification within 2 weeks of receipt.

## 3. Deadlines and Consequences of Missing Deadlines

3.1 Deadlines for the delivery of goods and services are binding. If delays are expected or occur, you must inform us of this in writing immediately.

3.2 If you do not deliver or perform within a grace period that we provide, we are entitled to refuse acceptance, withdraw from the contract or demand compensation for damages from failure to perform without giving prior notice. We are also entitled to withdrawal if you are not responsible for the delay. The added expenses that we incur due to your delay, especially those owing to a different sort of coverage made necessary by the delay, will be borne by you.

3.3 We reserve the right to demand an agreed-upon contractual penalty due to improper fulfilment (§ 341 BGB [German Civil Code]). The fixed prices from your company include all expenses in connection with the goods and services you are to provide.

## 4. Procedure and Processing

4.1 Sub-contracts may only be awarded with our written consent, to the extent that they are not merely contracts for providing parts/services common to the market. Delivery calls are binding with respect to the type and quantity of goods called as well as the delivery deadline. Partial shipments require our approval.

4.2 A delivery note is to be included with every shipment. It will indicate our order number as well as a description of the contents by type and quantity.

4.3 In the case of devices, a technical description and operating instructions will be provided in German or English, free of charge. In the case of software products, your obligation to delivery is only fulfilled when the complete documentation is also handed over. In the case of programs specially written for us, the program is also to be delivered in source code along with the complete documentation.

## 5. Billing Statements and Payments

5.1 Billing statements that are to be sent to us under separate cover must include our order number.

5.2 Your claim to remuneration is due 30 days after the receipt of goods and your billing statement, net, or, at our discretion, after 8 days with a 3% discount. The day on which payment is rendered is that day on which our bank receives the money transfer order.

5.3 Payments do not constitute an acknowledgement of the delivery or service as in conformity with the contract. In the case of defective or incomplete shipments or services, we are entitled, irrespective of other rights, to retain payments of claims deriving from the business relationship in an appropriate scope.

5.4 Cession of your claims against our business is excluded.

## 6. Transfer of Risk, Acceptance, Property Rights

6.1 Independent of the agreed-upon price, the risk transfers to us in case of delivery without set-up or assembly/installation/calibration on receipt at the delivery address given by us and in the case of delivery with set-up or assembly/installation/calibration with the successful completion of our acceptance. The declaration of acceptance is not replaced by operational start-up or use of the goods delivered.

6.2 Ownership of the delivered good transfers to us with payment. Any extended or expanded reservation of title is excluded.

## 7. Duty to Inspect and Notify, Inspection Expenses

7.1 An intake inspection will take place with respect to obvious defects. Concealed defects will be reported as soon as they are identified, within the conditions of ordinary business operations. You waive the objection of delayed notification for all reports of defects within 14 days from the identification of the defect being reported.

7.2 In the event that we send the defective good back, we are entitled to charge the billed amount plus a fee for processing of 5% of the price of the defective good. We reserve the right to prove higher expenses. Proving lower expenses or none is the responsibility of your company.

## 8. Guarantee for Material and Legal Defects

8.1 Defective shipments are to be replaced by shipments free of defect immediately and defective services are to be repeated without defect. In the case of construction and/or development errors, our company is entitled to assert the rights provided in 8.3 immediately.

8.2 Remediation of defective shipment(s) or services requires our consent. During the time in which the object of the delivery or the service is not in our safekeeping, you bear the risk.

8.3 If you do not remedy the defect within a reasonable period of time provided to you, we can unilaterally withdraw from the contract or reduce the compensation and we may in each case demand additional compensation for damages.

8.4 In urgent cases (especially if operational safety is endangered or to prevent exceptionally high damages), to remedy slight defects as well as in the case that you delay in the remediation of a defect, we are entitled to remedy the defect and any damages it has caused ourselves or have them dealt with by a third party, after first informing

your company and after a grace period that is of a brevity appropriate to the situation, at your cost. This also applies if you deliver late or perform late and we must immediately remedy defects in order to prevent a delay in delivery on our part.

8.5 The statute of limitations for asserting our claims deriving from material defects is 12 months from transfer of risk as specified in No. 6.1; the statute of limitations for asserting our claims deriving from legal defects is 10 years from transfer of risk as specified in No. 6.1. Counting toward the statute of limitations will be suspended for the period that begins with the sending of our defect report and ends with the fulfilment of our defect claim.

8.6 If the delivery or service from your company proceeds corresponding to our plans, drawings or other specifications, the conformity of the delivery or service with the specifications is deemed expressly assured. If any deviations from these are identified, we are immediately entitled to the rights from 8.3.

8.7 Our legal rights remain otherwise unaffected.

#### **9. Repeated Disruptions of Service**

If, after written warning, you repeatedly provide deliveries or perform services that are essentially the same or similar either defectively or with delay, we are entitled to immediate withdrawal. Our right to withdrawal in this case also encompasses such deliveries and services that you are yet required to provide us from this or another contractual agreement in the future.

#### **10. Release from Material and Legal Defects**

You release us from all claims that third parties assert against our business— regardless of legal ground— on the basis of a material or legal defect or other type of defect of a product you deliver and you will compensate our business for the necessary costs of our legal defence in this matter. This also applies to claims deriving from copyright infringement by your company.

#### **11. Technical Documents, Tools, Production Materials**

Any technical documents, measurement equipment, software, etc. provided by our company remains the property of our company; all copyrights, trademarks and other protected rights also likewise belong to us. They are to be returned to us unsolicited immediately after the order is completed, including any duplicates that may have been produced. To that extent you are not entitled to assert any right of retention. You may only use the objects named to carry out the order and you may not leave them with third parties or otherwise give third parties access to them. Duplication of the objects named is not permitted, unless it is necessary to carry out the order.

#### **12. Material Supply**

12.1 Material we supply remains our property and you are to store it free of charge and with the due diligence of a proper businessman separately from your other items and mark it as our property. Such material may only be used to fulfil our orders. You will compensate for any damages to material supplied.

12.2 If you process or re-shape the material supplied, this activity is performed on our behalf. We become the direct owner of the new items created by this. If the material supplied makes up only a portion of the new items, we obtain co-ownership of the new items corresponding to the proportional worth of the supplied material to the worth of the new items.

#### **13. Confidentiality**

13.1 Your company is obligated to treat as confidential and not share with third parties all non-public commercial and technical detailed information that becomes known to you through this business relationship.

13.2 Production for third parties, display of products especially made for us, especially according to our plans, drawing or other specifications, publications concerning the order and performance as well as reference to this order to third parties requires our prior written consent.

13.3 Let us point out here that we store personal data that is related to our business relationship with you. These data can also be shared with companies affiliated with us.

#### **14. Miscellaneous**

14.1 The business relationship with us may only be mentioned by the contractor in its presentations—whether in the internet, in paper form or any other form—on condition of prior written consent. In case of violations of this provision, the contractor is obligated to pay compensation for damages.

14.2 In each case, the place of fulfilment is the delivery address indicated.

14.3 Insofar as you are a businessman, legal person under public law or legal entity under public law, the court of jurisdiction is the headquarters of our business. We are however entitled to bring legal complaints against you at your headquarters.

14.4 German law applies under exclusion of U.N. Convention on the International Sale of Goods and the Rules of Conflict of Law for German International Private Law.

14.5 Should individual provisions of these general purchasing conditions prove wholly or partially unenforceable this will not affect the enforceability of the remaining provisions and/or the remaining portions of such provisions.

14.6 The German version of the Terms and Conditions and the Purchase Conditions is the only legally binding version. The English translation is for convenience only. Please find the original version of the Terms and Conditions and the Purchase Conditions on our website: <http://www.ctcadvanced.com>