

**General Supply Terms and Conditions of
ROPEX GmbH Industrie-Elektronik GmbH,
Adolf-Heim-Strasse 4, 74321 Bietigheim-Bissingen
May 2020**

Section 1 Area of Application

1. These General Supply Terms and Conditions (in the following: "Supply Conditions") apply to all agreements (in the following "Agreements" or "Agreement") which ROPEX Industrie-Elektronik GmbH (in the following "ROPEX") concludes with companies within the meaning of section 14 German Civil Code (*BGB*), a legal entity under public law or a public special fund (in the following "Customer") and apply in particular to agreements on the sale of moveable items and the supply of items to be manufactured (in the following together "Products"). Terms and conditions of purchase used by the Customer or other standard terms and conditions of the Customer will not apply to the Agreements; ROPEX hereby expressly rules these out. They will not even become a component of the Agreements if ROPEX executes the Agreements without reservation in the knowledge that the Customer has terms and conditions of purchase or other standard terms and conditions which contradict or depart from these Supply Conditions.
2. The Supply Conditions apply as framework conditions also to future offers and agreements on the sale and/or the delivery of Products between ROPEX and the same Customer without ROPEX having to refer to such in each individual case.

Section 2 Offers, Conclusions of Agreements, Right to make Amendments

1. ROPEX's offers are non-binding. An Agreement only arises when ROPEX confirms in writing orders, call-offs or other applications from the Customer or ROPEX executes the performance.
2. ROPEX retains its own title and copyright in images, drawings, calculations and other files and documents. The Customer requires ROPEX's express written permission before forwarding such files and documents to third parties.
3. Documents from ROPEX such as samples, images and drawings may contain customary deviations unless they are expressly declared to be binding in writing by ROPEX.
4. ROPEX reserves the right to make slight changes to the Products and those which are common practice in the business, provided that this does not impair the contractual use of the Products. ROPEX is further entitled to modify the Products if this arises from a technical enhancement of the production processes or of the Products and the Customer can be reasonably expected to accept such.

Section 3 Prices, Payment Conditions and Default with Payment

1. Unless set out otherwise in text form, the prices applicable on conclusion of the Agreement will apply. All prices of ROPEX apply "ex works" (EXW INCOTERMS 2020) plus prevailing statutory Value Added Tax and other taxes, customs duties, charges and encumbrances.
2. ROPEX reserves the right to change the prices accordingly if, once the Agreement has been concluded, costs increase or decrease, in particular owing to the conclusion of tariff agreements, changes in the price of the materials and energy consumed or changes in transport costs, provided the Agreement is not to be fulfilled within four months of conclusion of the Agreement. ROPEX will provide the Customer on request with evidence of increases in costs.
3. Unless agreed otherwise in writing, invoices are due for payment within 14 calendar days after delivery and receipt of the invoice at the Customer. Unless set out otherwise in text form, the payments will be made by bank transfer.
4. The Customer is automatically in default of payment at the latest 30 days after the due date and receipt of the invoice, unless it is not responsible for non-payment.
5. Even if there are complaints on the grounds of defects the Customer is only entitled to set-off and retention if its claims against ROPEX are undisputed or *res judicata*.
6. If, after the Agreement has been concluded, there is a material deterioration or change in the financial circumstances of the Customer due to which ROPEX's claim to consideration is jeopardised or if such a situation did exist at the Customer on conclusion of the Agreement but ROPEX only became aware thereof afterwards, ROPEX may refuse its own performance until the consideration has been provided. In such cases ROPEX can set a reasonable deadline to provide the consideration or the security concurrently in return for its own performance. If the consideration or the security is not provided by the Customer ROPEX is entitled to withdraw from the Agreement and in the case of recurring obligations to terminate the Agreement. Other claims of ROPEX remain unaffected.

Section 4 Delivery Date and Performance Deadlines

1. Delivery dates and performance deadlines are only binding if ROPEX has specifically confirmed them in text form. Commencement of the delivery period mentioned by ROPEX is subject to all technical issues having been clarified between the parties.
2. Delivery dates and performance deadlines are duly extended if the Customer has not satisfied cooperation duties incumbent upon it in due time.
3. The observance of delivery dates and performance periods is subject to the condition that ROPEX is supplied correctly and in due time by its own suppliers. Should it become apparent that delays are likely ROPEX will notify the Customer as soon as possible.
4. Force majeure and other external events which are unrelated to business operations, are unforeseeable or unavoidable despite all reasonable care having been applied, will release the parties from their obligation to perform under these Agreements for the duration of the disruption and to the extent of its effect. Force majeure is deemed to exist in particular in the event of industrial action, unrest, plagues, epidemics, pandemics, flooding and other natural disasters, fire, explosions, failure of operating equipment, war, strike and other industrial unrest, embargoes and other official measures or restrictions. If an event of Force Majeure lasts for more than eight (8) weeks each party is entitled to withdraw and in the case of recurring obligations entitled to terminate the Agreement concerned.

Section 5 Delivery and Passage of Risk

1. Deliveries will be ex works (EXW INCOTERMS 2020), unless agreed otherwise in writing.
2. Part deliveries are permissible provided this is reasonable for the Customer.
3. If, as an exception, shipment by ROPEX is agreed ROPEX will ship the Products to the destination given by the Customer, in which case the costs – including the packaging costs - will be borne by the Customer. ROPEX is entitled to specify the type of shipment (in particular, the transport company and the shipping route) and the packaging at its due discretion. In cases described in sentence 1, risk will pass to the Customer no later than when the Products are handed over to the forwarder, carrier, or other transporting entity. On express request from the Customer and at its cost ROPEX will insure the shipment to cover theft, damage due to breakage, transport, fire and water.
4. Where, as an exception, delivery by ROPEX is agreed the Customer must make available in due time expert personnel and any technical appliances required (e.g. forklift truck) in order to facilitate unloading in compliance with the Agreement. The Customer must warrant that the transport vehicle can have direct access to the unloading area and can be unloaded there without undue delay. If these conditions are not satisfied the Customer must bear the extra expense and loss incurred hereby.
5. At the latest when the Customer fails to observe its duties of cooperation or when there is default in acceptance, the risk of accidental loss and accidental deterioration of the Product transfers to the Customer.

Section 6 Delay in Delivery

1. In the event of a delay in delivery ROPEX is liable in accordance with statutory provisions to the extent that the Agreement in an exceptional case is a "time is of the essence" contract or the reasonable interest of the Customer in further satisfaction of the Agreement has ceased. In this case if ROPEX, its legal representatives and its vicarious agents have not acted with intent, and there has been no injury to life or limb or health, ROPEX's liability is restricted to foreseeable damage typical of this type of agreement.
2. In other respects the Customer can - in the event of a delay in delivery or performance - also demand reimbursement of any loss incurred by the delay as well as the performance. However, provided ROPEX, its legal representatives and its vicarious agents have not acted with intent or gross negligence and there is no injury to life, limb or health, the claim to compensation in addition to performance is restricted to 0.1 % of the net invoice amount of the delivery concerned per full calendar day of default, but no more than 5% of the net invoice amount of the delivery concerned. This has no effect on the Customer's right to withdraw from the Agreement and/or to demand compensation for non-fulfilment in accordance with section 12 of these Supply Conditions.

Section 7 Customer's Duties of Cooperation

1. The Customer is responsible for the correctness and completeness of the specifications made by the Customer in the context of the offer procedure or the Agreement. This includes in particular specifications, sketches and drawings, as well as descriptions. If the material is provided by the Customer, the material must be free of defects and suitable for the measures to be implemented.
2. If the Customer infringes its obligation to cooperate, unless it is not responsible for this, and if this leads to a delay in the acceptance of the Product or if it is in default of acceptance the Customer will bear the extra expense incurred. Such expense covers in particular storage costs in the amount of at least 0.5% of the net invoice amount of the

Product concerned for each month commenced and other loss incurred. ROPEX reserves the right to file any further claim.

3. Should overtime, night work or work on Sundays and public holidays become necessary for the provision of services by ROPEX due to a breach of duty on the part of the Customer, the Customer is obliged to reimburse the additional expenditure actually incurred by ROPEX (e.g. surcharges stipulated in the employment contract), unless the Customer is not responsible for the breach of duty. Other rights of ROPEX remain unaffected.

Section 8 Reservation of Title

1. ROPEX will retain title in the Products supplied to the Customer (in the following "Reserved Goods") until the purchase price has been paid in full and all other claims against the Customer from the business relationship between the parties existing when this Agreement was concluded have been settled.
2. In the event of seizure or any other third-party measure in respect of the Reserved Goods, the Customer will notify ROPEX in writing without undue delay so that ROPEX can initiate legal proceedings pursuant to section 771 German Code of Civil Procedure (*Zivilprozessordnung*) and other measures to protect its title in the Reserved Goods. The Customer will assist ROPEX in safeguarding and enforcing the title rights of ROPEX. Where the third party is not able to reimburse ROPEX for costs incurred in or out of court in legal action pursuant to section 771 German Code of Civil Procedure (*Zivilprozessordnung*), the Customer is liable for the loss incurred by ROPEX.
3. If the Reserved Goods are irreversibly combined or mixed using other items which do not belong to ROPEX, ROPEX will acquire co-ownership in the new item in the ratio of the value of the Reserved Goods (invoice end amount including VAT) to the other combined or mixed constituents at the time of such combining or mixing. If the combining or mixing process takes place in such a way that the Customer's item must be regarded as the principal item, the parties will be deemed to have agreed that the Customer will transfer to ROPEX co-ownership therein in the ratio of the value of the Reserved Goods (invoice end amount including VAT) to the other combined or mixed constituents at the time of such combining or mixing. ROPEX hereby accepts the transfer.
4. Any processing of or modification to the reserved goods by the Customer will always be carried out for ROPEX. If the Reserved Goods are processed with other items which do not belong to the Customer, ROPEX will acquire co-ownership in the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other items processed at the time of such processing.
5. The Customer will keep the reserved goods in which ROPEX has sole or co-title for ROPEX free of charge. The Customer will treat the Reserved Goods with care; in particular it will insure them sufficiently against fire, water and theft at replacement value at its own cost. The Customer must inform ROPEX without undue delay in writing of any damage, loss or destruction of Reserved Goods.
6. The Customer may re-sell the Reserved Goods in the ordinary course of business. The Customer hereby assigns to ROPEX any claims from the sale of the Reserved Goods irrespective of whether they have been further processed, combined or mixed in the amount of ROPEX's claim from the Agreement. ROPEX accepts such transfer. The Customer has a revocable right to collect any claims assigned. ROPEX's right to collect the claim remains unaffected. ROPEX will not collect the claims itself and will not revoke the authorisation to collect the claims as long as the Customer duly meets its payment obligations and does not fall into default with payment. For legitimate reason and at ROPEX's request the Customer will notify its customers of the assignment and provide ROPEX with any information and documents which it needs to assert its own rights.
7. If the Reserved Goods are used at a place outside the Federal Republic of Germany the Customer is obliged to inform ROPEX without undue delay of all statutory requirements for the creation and maintenance of ROPEX's reservation of title and without undue delay (i) to satisfy the requirements itself, in as far as legally possible, at its own cost or (ii) to support ROPEX in satisfying the requirements at its own cost.
8. If the law at the place of use does not recognise ROPEX's reservation of title but the law at the place of use does allow ROPEX to reserve a comparable security right in the Reserved Goods this security right is deemed to be agreed accordingly and ROPEX can exercise this security right. The Customer will collaborate within the bounds of reasonableness with ROPEX in taking measures which ROPEX wishes to carry out to protect its right of title or, in lieu thereof, to protect another security right.

Section 9 Material Defects

1. The Customer will inspect the Products without undue delay after receipt provided this is possible in the usual course of business and will inform ROPEX in writing of any obvious defects without undue delay at the latest however within five working days of delivery. The Customer must notify ROPEX in writing and without delay of any defects which were not recognisable in the context of its due incoming goods inspection, but at the latest within three working days after discovery of the defects. Otherwise the delivered Products will be deemed to have been accepted unless the defect was maliciously concealed by ROPEX.
2. If in an exceptional case shipment by ROPEX has been agreed upon and the delivery is incomplete or if there is obvious external transport damage, the Customer must notify the transport company of this on receipt of the

Products. Transport damage which is not detectable from the outside must be reported to the transport company in text form (e.g. by fax, letter or e-mail) within seven (7) calendar days after delivery. ROPEX must be informed of any such report.

3. Unless otherwise agreed, the contractually owed properties of the Product will be set out exclusively in the agreed product specifications. Properties of samples and specimens are only binding in as far as they have specifically been agreed as a quality of the Products. Such agreement must be in written form. Information as to quality, product life and other information will only be considered to be warranties if they have been agreed and designated as such. The warranty must be confirmed in writing by the management at ROPEX.
4. In the event of material defects ROPEX is entitled to subsequent fulfilment within a reasonable subsequent period. ROPEX may choose the type of subsequent fulfilment.
5. In the event of subsequent fulfilment ROPEX is obliged to pay necessary costs for subsequent fulfilment, in particular transport and material costs to the extent that such costs are not increased by the faulty Product being taken to a location other than the place of performance, unless the change in location corresponds to the agreed use of the Product. If ROPEX was not originally obliged to install the contractual Product, subsequent fulfilment will not include removal of the defective product or re-installation of the defect-free product. In this case, removal and installation costs are not subsequent fulfilment costs and in the context of subsequent fulfilment are not to be borne by ROPEX.
6. There are no claims for defects if the condition of the Product deteriorates due to unsuitable or inappropriate use or storage, to unsuitable or inappropriate transport or to wrong or negligent treatment by the Customer or deterioration results from typical change for the particular nature and functionality of the Products (e.g. wear and tear typical for the age).
7. The Customer only has a right of recovery against ROPEX pursuant to section 445a German Civil Code (*BGB*) on the grounds of material defects where the end-customer is a consumer.
8. The Customer is entitled to damages only as provided for in the provision set out in the following section 12 of these Supply Conditions.

Section 10 Legal Defects

1. In as far as rights of third parties prevent the contractual use of the Products the Customer will inform ROPEX in text form without undue delay of the assertion of such rights of third parties and will give ROPEX all powers of attorney and grant all authorities required to defend the Products against the rights of third parties asserted at its own costs.
2. In as far as the rights of third parties prevent the contractual use of the Products ROPEX will, at its discretion, introduce appropriate measures to eliminate the rights of third parties or the assertion thereof, procure the rights of use from the third party at its own expense or replace the Products in such a manner that they no longer infringe the rights of third parties if and in as far as the compliance of the Products with the Agreement is not impaired.
3. The Customer may withdraw from the Agreement or reduce the purchase price if it cannot be reasonably expected to accept subsequent fulfilment pursuant to section 10 (2) of these Supply Conditions, if ROPEX refuses such subsequent fulfilment or if ROPEX does not comply with the request to render subsequent fulfilment within a reasonable period set by the Customer. The Customer may not withdraw from the Agreement where impairment of contractually agreed use of the Products is immaterial.
4. Claims of the Customer against ROPEX arising from infringement of third-party property rights or copyright are excluded if the infringement is attributable to a directive issued by the Customer, a modification initiated by the Customer or use of the Products by the Customer in a manner which is inconsistent with the Agreement.
5. The Customer only has a right of recovery against ROPEX pursuant to section 445a German Civil Code (*BGB*) on the grounds of legal defects where the end-customer is a consumer.
6. A claim for compensation can only be made in accordance with the regulations set out in section 12 of these Supply Conditions and insofar as ROPEX knew or should have known of the contradictory third-party rights.

Section 11 Limitation Period for Claims due to Defects

The limitation period for claims due to material and legal defects will expire at the end of 12 months following the delivery of the Products to the Customer. This does not apply (i) to any claims included in section 12 of these Supply Conditions and (ii) in cases pursuant to sections 438 (1) no. 1 and no. 2 German Civil Code (*BGB*) and (iii) to recourse events pursuant to sections 445a, 445b German Civil Code (*BGB*); as read with section 478 German Civil Code (*BGB*); the statutory limitation periods apply to the cases specified in (i) to (iii).

Section 12 Liability

1. ROPEX will have unlimited liability for damages resulting from injury to life, limb and health caused by intentional or negligent breach of duty by ROPEX, its legal representatives or vicarious agents.
2. ROPEX will have unlimited liability for intent. This will also apply to liability for damages resulting from intentional breach of duty by legal representatives or vicarious agents of ROPEX.
3. ROPEX will be liable for damages resulting from a grossly negligent breach of duty by ROPEX, its legal representatives or its vicarious agents. If, however, no case of section 12 (1) of these Supply Conditions is deemed to exist, ROPEX's liability for damages resulting from grossly negligent breaches of duty is restricted to foreseeable damage typical for this type of contract.
4. ROPEX will also be liable for damages resulting from intentional or negligent breaches of such duties by ROPEX, its legal representatives or its vicarious agents, which are material for fulfilling the Agreement and on which the Customer relies and is entitled to rely on being fulfilled. If ROPEX, its legal representatives or vicarious agents have not acted with intent, and no case of section 12 (1) of these Supply Conditions is deemed to exist ROPEX's liability in accordance with sentence 1 is restricted to foreseeable damage typical for this type of contract.
5. ROPEX is also liable for malicious failure to disclose a defect or where a guarantee ("*Garantie*") has been assumed. In the latter case, the extent of liability is based on the wording of the guarantee. ROPEX is also liable in instances of mandatory statutory liability, for example pursuant to the German Product Liability Act (*Produkthaftungsgesetz*).
6. With regard to the rest, ROPEX's liability is excluded irrespective of the legal ground, unless set out otherwise in these Supply Conditions.
7. Where ROPEX's liability is excluded or limited under the above provisions, this also applies to the personal liability of its directors and officers, legal representatives, employees, staff and other vicarious agents.
8. The Customer will notify and consult ROPEX without undue delay and fully if the Customer wishes to assert claims against ROPEX under the above provisions. The Customer must grant ROPEX an opportunity to examine the claim without undue delay.

Section 13 Confidentiality

1. "Confidential Information" means all technical, commercial, operative and other confidential information concerning the business activities of ROPEX irrespective of whether tangible, intangible, in electronic or other form and even if not marked as confidential. Confidential Information thus means all business and trade secrets of ROPEX, in particular specifications, presentations, sketches, designs, cross-sections, samples, formulae, analyses, procedures, manufacturing processes, programs, plans, drafts, customer data, marketing strategies, existence and form of business relationships, circumstances of business relationships, (patentable or non-patentable) inventions and other know-how of ROPEX which must be acknowledged as confidential by an objective recipient acting with the care of a prudent businessman considering the circumstances of the individual case. Confidential Information is also the knowledge of ROPEX's internal processes and circumstances which the Customer has gained during the initiation or execution of the Agreements. Confidential Information is also other information that is expressly marked as confidential.
2. Information is not deemed to be confidential if the Customer can prove that
 - a) the information was already in the public domain when provided or became known without any breach of these Supply Conditions or other confidentiality obligation after it had been provided;
 - b) the Customer already possessed the information lawfully and not subject to a confidentiality obligation before the Customer received it from ROPEX;
 - c) the Customer lawfully received the information from a third party without any obligation to observe confidentiality;
 - d) the Customer has independently processed the information without using Confidential Information; or
 - e) the information must be disclosed by the Customer owing to statutory or official obligations of the latter.
3. The Customer undertakes to keep confidential vis-à-vis third parties all Confidential Information and to use it only for the execution of the Agreements.
4. The Customer may only permit its own employees and staff access to the Confidential Information if and in as far as such access is required to execute the Agreements. The Customer must impose confidentiality in accordance with these Supply Conditions on its employees, should they not already be bound to confidentiality under their employment contracts.
5. The Customer may not reverse engineer items of ROPEX, in particular prototypes, samples and Products. The Customer will not, in particular, analyse or dismantle items of ROPEX in order to gather information on the properties, composition and components of the items or interaction of the components.
6. At the request of ROPEX, but at the latest when the collaboration between the parties ends, the Customer will return to ROPEX all items, records, documents and files (regardless of the storage medium) owned by ROPEX and any reproductions thereof, or, at the request of ROPEX, irretrievably destroy them and certify in writing that it is no

longer in possession of items, records, documents and files (regardless of the storage medium) owned by ROPEX and any reproductions thereof.

Section 14 Choice of Law and Jurisdiction

1. These Supply Conditions and the Agreements are governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Exclusive place of jurisdiction for all disputes regarding rights and duties arising from these Supply Conditions and the Agreements, including their validity, is the registered office of ROPEX. However, ROPEX is entitled to assert a claim against the Customer at its general place of jurisdiction.

Section 15 Other Provisions

1. ROPEX's data privacy policy is available under <https://ropex.de/de/datenschutz.html>. Customer data is stored in accordance with the statutory provisions, details of which can be found in ROPEX's data privacy policy.
2. The Customer is not entitled to assign or transfer rights or claims arising from the Agreements to third parties without ROPEX's prior written consent. This will not affect section 354a German Commercial Code (*Handelsgesetzbuch*).
3. Any amendments and additions to this Agreement must be in written form to be valid. This also applies to any amendment to the written-form clause.
4. If any provision(s) of these Supply Conditions are or become invalid or unenforceable, this will not affect the validity of the other provisions of these Supply Conditions. The same applies if these Supply Conditions do not contain a provision that is actually necessary. The parties will replace the invalid or unenforceable provision by whatever legally valid and enforceable provision most closely reflects the meaning and purpose of the invalid or unenforceable provision. Should these Supply Conditions be incomplete, the parties will conclude an agreement with the content they would have agreed upon had they been aware of the omission when concluding these Supply Conditions.