

## **General Terms of Purchase**

of the **Telesonic Sales GmbH, Cathostraße 5a, 45356 Essen**

### **§ 1**

#### **General - Scope**

- (1) Our terms and conditions of purchase apply exclusively; We do not recognize any conflicting or deviating terms and conditions of the supplier unless we have expressly agreed to their validity in writing. Our terms and conditions of purchase also apply if we accept the delivery from the supplier without reservation while being aware of the supplier's terms and conditions that conflict with or deviate from our terms and conditions of purchase.
- (2) All agreements made between us and the supplier for the purpose of executing this contract must be set out in writing in this contract.
- (3) Our terms and conditions of purchase only apply to entrepreneurs in accordance with § 310 (1) German Civil Code.

### **§ 2**

#### **Offer – Offer Documents**

- (1) The supplier is obliged to accept our order within a period of 1 working day.
- (2) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our express written consent. They are to be used exclusively for production based on our order; after the order has been processed, they must be returned to us without being asked. They are to be kept secret from third parties; in this respect, the provision of § 9 (5) also applies.

### **§ 3**

#### **Prices - terms of payment**

- (1) The price stated in the order is binding. In the absence of any written agreement to the contrary, the price includes delivery “free domicile”, including packaging. The return of the packaging requires a special agreement.
- (2) Statutory value-added tax is included in the price. If the legal requirements for this have been met, billing will be based on the reverse charge procedure.
- (3) We can only process invoices if they state the order number shown in our order in accordance with the specifications in our order; The supplier is responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) Unless otherwise agreed in writing, we shall pay the purchase price within 14 days of delivery and receipt of the invoice with a 2% discount or net within 30 days of receipt of the invoice.
- (5) We are entitled to rights of offsetting and retention to the extent permitted by German law.

### **§ 4**

#### **Delivery time**

- (1) The delivery time specified in the order is binding.
- (2) The supplier is obliged to inform us immediately in writing if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.
- (3) In the event of a delay in delivery, we are entitled to statutory claims. In particular, we are entitled to demand compensation for damages instead of performance and to withdraw from the contract after a reasonable period of time has expired without result. If we demand compensation, the supplier has the right to prove to us that he is not responsible for the breach of duty.

## **§ 5**

### **Passing of Risk - Documents**

- (1) Unless otherwise agreed in writing, delivery shall be free domicile.
- (2) The supplier is obliged to state our order number exactly on all shipping documents and delivery notes; if he fails to do so, we are not responsible for the resulting delays in processing.

## **§ 6**

### **Examination of defects – liability for defects**

- (1) We are obliged to check the goods for any deviations in quality and quantity within a reasonable period of time; the complaint is timely if it is received by the supplier within a period of 5 working days, calculated from the receipt of the goods or, in the case of hidden defects, from their discovery.
- (2) We are entitled to the statutory claims for defects in full; in any case, we are entitled to demand that the supplier rectify the defect or deliver a new item, at our discretion. The right to damages, in particular to damages instead of performance, remains expressly reserved.
- (3) We are entitled to remedy the defect ourselves at the supplier's expense if the supplier is in default with supplementary performance.
- (4) The limitation period is 36 months, calculated from the transfer of risk, unless the mandatory provisions of §§ 478, 479 German Civil Code apply.
- (5) In the case of a purchase of consumer goods, the provisions of §§ 478, 479 German Civil Code remain unaffected.

## **§ 7**

### **Product Liability – Release – Liability Insurance Coverage**

- (1) If the supplier is responsible for product damage, he is obliged to indemnify us from claims for damages by third parties upon first request if the cause lies within his sphere of control and organization and he is himself liable in the external relationship.
- (2) As part of its own liability for damage within the meaning of paragraph (1), the supplier is also obliged to reimburse us for any expenses pursuant to §§ 683, 670 German Civil Code or §§ 830, 840, 426 German Civil Code that result from or in connection with a recall campaign that we have lawfully carried out. We will inform the supplier – as far as possible and reasonable – in good time in advance of the content and scope of such recall measures and give him the opportunity to comment.
- (3) We take over the necessary information of the responsible authority according to the regulations of the German Product Liability Act in coordination with the supplier.
- (4) The supplier undertakes to maintain product liability insurance with a flat-rate coverage of €10 million per personal injury/property damage; if we are entitled to further claims for damages, these remain unaffected.

## **§ 8th**

### **Property rights**

- (1) The supplier guarantees that no rights of third parties within the Federal Republic of Germany are violated in connection with his delivery.
- (2) If claims are made against us by a third party for this reason, the supplier is obliged to indemnify us against these claims upon our first written request. In the event of claims for damages by a third party, the supplier reserves the right to prove that he was not responsible for the infringement of the third party's rights.
- (3) We are not entitled to make any agreements with the third party, in particular to conclude a settlement, without the consent of the supplier.
- (4) The supplier's obligation to indemnify relates to all expenses that we inevitably incur from or in connection with a claim by a third party.
- (5) The limitation period is 36 months, calculated from the transfer of risk.

## **§ 9**

### **Retention of title - Provision - Tools - Confidentiality**

- (1) If we provide parts to the supplier, we reserve title to them. Processing or transformation by the supplier is carried out for us. If our reserved goods are processed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of our item (purchase price plus VAT) to the other processed items at the time of processing.
- (2) If the item provided by us is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the reserved item (purchase price plus VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the supplier's item is to be regarded as the main item, it is agreed that the supplier transfers proportionate co-ownership to us; the supplier keeps sole ownership or co-ownership for us.
- (3) We reserve ownership of tools; the supplier is further obliged to use the tools exclusively for the production of the goods we have ordered. The supplier is obliged to insure the tools belonging to us at their own expense against damage caused by fire, water and theft at replacement value. At the same time, the supplier hereby assigns to us all claims for compensation from this insurance; We accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on our tools as well as all maintenance and repair work in good time at his own expense. He must notify us immediately of any disruptions; if he culpably fails to do so, claims for damages remain unaffected.
- (4) Insofar as the security rights to which we are entitled in accordance with paragraph (1) and/or paragraph (2) exceed the purchase price of all our unpaid reserved goods by more than 10%, we are at the request of the supplier to release the security rights according to our Choice obliges.
- (5) The supplier is obliged to keep all received illustrations, drawings, calculations and other documents and information strictly confidential. They may only be disclosed to third parties with our express consent. The confidentiality obligation also applies after this contract has been completed. However, it expires if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations and other documents provided has become generally known or was demonstrably known to the supplier at the time of notification within the meaning of sentence 1.

## **§ 10**

### **Place of jurisdiction - Place of performance**

- (1) If the supplier is a trader, our place of business is the place of jurisdiction; however, we are entitled to sue the supplier at his place of residence.
- (2) Unless otherwise stated in the order, our place of business is the place of performance.