

General Terms and Conditions of Purchasing of novotegra GmbH

(hereinafter referred to as the Purchaser)

I. General information / Scope

These General Terms and Conditions of Purchasing (hereinafter: Terms and Conditions) shall only apply to entrepreneurs within the meaning of Sections 14 and 310 of the German Civil Code (BGB), and legal persons under public law, and special funds under public law as suppliers or manufacturers. They apply to all legal transactions and business transactions, including associated ancillary and subsidiary transactions.

Any conflicting general terms and conditions of the Supplier shall not apply, unless the Purchaser has expressly agreed to their validity. The general terms and conditions of the Supplier shall not apply even if the Purchaser does not expressly object to them or accepts the Supplier's deliveries without reservation.

Any deviations from these Terms and Conditions in the order confirmations or purchase orders of the Purchaser shall invalidate these Terms and Conditions to the extent of the deviation in the specific individual case.

All agreements made between the Purchaser and the Supplier with regard to an order accepted by the Purchaser must be in text form. By performing the first delivery under these Terms and Conditions, the Supplier also acknowledges the exclusive validity of these Terms and Conditions in the respective current version for all further orders.

II. Purchase orders / Documents

Insofar as the purchase order was not based on a binding offer by the Supplier, the Purchaser shall be bound by its purchase order for 10 days, calculated from the dispatch of the purchase order. The declaration of acceptance by the Supplier must be received by the Purchaser within the 10-day period.

The Purchaser reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. These must not be made accessible to third parties without the express written consent of the Purchaser. The Supplier shall use said documents exclusively for the manufacture and execution of the Purchaser's order. Once the contract has been fulfilled, these documents and any copies made thereof shall be returned to the Purchaser without specific request, unless they are required for the execution of further orders issued by the Purchaser and the Purchaser expressly agrees to this retention in writing.

Alternatively, the Purchaser is entitled to demand the destruction or erasure of the designated documents or electronic data instead of their handover.

Documents and data that must be retained by the Supplier due to mandatory statutory provisions shall be excluded from the obligation to surrender and destroy/erase pursuant to Section II of these Terms and Conditions, for as long as such a retention obligation exists. Furthermore, any backup copies which have been created as part of automated backup processes and the erasure of which would not be possible without unreasonable effort shall be exempt from the obligation to erase, insofar as such backup copies are not directly accessible due to the nature of the backup.

III. Prices / Terms of payment

The prices stated in the purchase order are binding. The prices stated in offers issued by the Supplier or in orders issued by the Purchaser shall, in the absence of any indication to the contrary, be fixed prices, and shall apply including packaging and transport material. Value-added tax shall be indicated separately.

Price increases by the Supplier are only permissible prior to the submission of the Purchaser's order. If the Supplier reserves the right to adjust the prices in its offer after the order has been placed, this right of adjustment shall be limited to a maximum of 2 percent of the respective order total. All price increases must be justified by the Supplier in writing and shall require the Purchaser's written consent in order to become effective.

The Purchaser shall be entitled to rights of set-off and retention to the extent provided by law. In particular, in the event of defective delivery the Purchaser shall be entitled to withhold payment in full until proper performance is provided.

Payment shall be made subject to proper delivery and the correct pricing and calculation of the invoice to be issued by the Supplier. Unless otherwise agreed in writing, the invoice amounts shall be due for payment within 30 days to a bank account to be specified by the Supplier. Any charges levied by the remitting bank for the transfer of the amount owed in a foreign currency (i.e. a currency other than euros) or for a transfer to a bank located outside Germany shall be borne by the Supplier.

In the event of default in payment, the Purchaser shall owe interest on arrears at a rate of 5 percentage points above the base rate; due date interest shall not be owed.

The assignment of claims against the Purchaser shall only be effective with the Purchaser's written consent.

IV. Terms of delivery

The delivery time stated in the purchase order and the agreed delivery date are binding. Should the Supplier become aware of circumstances as a result of which the agreed delivery time or the agreed delivery date cannot be met, the Supplier shall immediately notify the Purchaser thereof in text form.

Delivery shall be made under the use of DAP (DDP for foreign suppliers) in accordance with Incoterms 2020. The designated place of delivery is Tübingen, Eisenbahnstraße 150, Germany, unless another place is specified in the purchase order.

The purchase order number and item number must be stated in full on the shipping documents. During shipping, the shipping instructions communicated by the Purchaser must be observed.

Partial deliveries and advance deliveries require the prior written consent of the Purchaser.

Delivery call-offs by the Purchaser can be made both in writing and by remote data transmission (e.g. EDI). Deliveries shall be made in accordance with the Purchaser's instructions. Each consignment must be accompanied by a delivery note on which the order number, the item and the quantity are noted in the customary commercial designation.

The Purchaser shall be entitled to refuse acceptance of goods that are delivered prematurely, and to return them or store them with third parties at the Supplier's expense and risk.

V. Outgoing goods inspection / Warranty

The Supplier shall inspect the goods to be delivered to the Purchaser before delivery to ensure that they are free from defects. By means of this inspection, the Supplier must ensure that only defect-free goods are delivered to the Purchaser.

The Supplier shall be liable in accordance with the statutory provisions for the delivered goods to be free from material defects and defects of title. The statutory provision of Section 434 of the German Civil Code (BGB) shall apply for the determination of a material defect. In any case, in the absence of a separate agreement on characteristics, the delivered goods shall be of average kind and characteristics (Section 360 of the German Commercial Code (HGB)). In the event of a defective delivery, the Supplier shall, at the Purchaser's discretion, provide a replacement free of charge, grant a price reduction in accordance with the statutory provisions on reduction, or remedy the defect free of charge. In urgent cases, the Purchaser shall be entitled, at the Supplier's expense, to remedy the defects itself, have them remedied by a third party, or procure replacements from elsewhere. The same shall apply if the Supplier is in default with regard to the fulfilment of its warranty obligation. In the event of a replacement, the warranty period shall recommence upon receipt of the defect-free replacement. The Purchaser shall notify the Supplier of any externally visible defects or transport damage within 5 working days, and of any hidden defects within 5 working days of discovery. This period for externally visible defects shall be extended appropriately if the completion of the quality inspection takes a longer time due to technical or other inspection conditions. In addition to the claims for defects, the Purchaser shall be entitled to the statutory rights of recourse within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) without restriction. The Purchaser's claims arising from supplier recourse shall also apply if the defective goods have been further processed by the Purchaser or another entrepreneur, e.g. by means of incorporation into another product. The Supplier shall be obliged to bear all the expenses necessary for the purpose of rectifying the defect or delivering a replacement, even if the purchased item has been taken to a place other than the place of performance. The claims referred to in Section 437, Clauses 1 and 3 of the BGB shall become statute-barred three years after delivery of the goods at the earliest. In all other respects, the statutory limitation rules shall apply to all claims of the Purchaser. Any rights arising from a guarantee assumed by the Supplier shall not be limited by the above provisions of Section V of these Terms and Conditions. In cases where the item or service is defective in breach of a warranty assumed by the Supplier, the Supplier shall always be liable for damages, irrespective of fault and without limitation.

VI. Liability and insurance

Insofar as the Supplier is responsible for the defect in the object of performance, the Supplier shall be obliged to indemnify the Purchaser against claims for damages made by third parties, insofar as the cause of said damages lies within the Supplier's sphere of control and organisation and the Supplier itself is liable in relation to third parties. In addition to this, the Supplier shall be obliged to compensate the Purchaser for all damage incurred by the Purchaser; this shall also apply in particular to so-called indirect damage.

Within the scope of its liability for damages within the meaning of Sentence 1 above, the Supplier shall also be obliged to reimburse the Purchaser for any expenses arising from or in connection with a recall action carried out by the Purchaser and/or ordered by the authorities. The Purchaser shall inform the Supplier of the content and scope of the recall measures to be carried out, insofar as this is reasonable. Statutory claims on the part of the Purchaser shall remain unaffected.

The Supplier undertakes to maintain a product liability insurance policy with a lump-sum coverage of at least EUR 2 million per case of personal injury or property damage.

The Supplier hereby assures the Purchaser that the rights of third parties do not conflict with the intended use of the purchased goods, and in particular the intended use does not infringe upon the property rights of third parties. Should the Purchaser nevertheless be held liable for a possible infringement of third party rights, e.g. copyrights, patents and other industrial property rights, the Supplier shall indemnify the Purchaser against such claims and against any other claims (e.g. performance claims) in connection with them.

The Supplier shall provide the Purchaser with appropriate support in defending these claims and bear any costs incurred in conjunction with the same, in particular legal costs and lawyers' fees up to an appropriate amount. Insofar as the Purchaser reserves the right to take defence or defensive measures for legal reasons, the Purchaser shall be entitled to an advance payment in the amount of the estimated defence costs.

If the use of the services provided by the Supplier is prohibited by a court decision or if, in the opinion of one Party, a lawsuit for infringement of industrial property rights is imminent, the Supplier shall take remedial action unless it is not responsible for the infringement in question. This remedy may consist of the Supplier procuring the disputed rights on behalf of the Purchaser, or modifying or re-performing its contractual services in such a way that property rights are no longer infringed upon. If a remedy is not provided or remains unsuccessful, the Purchaser shall be entitled to withdraw from the contract and, in addition, to claim damages.

VII. Property

If the Purchaser provides the Supplier with its own items for the purpose of executing the contract, in particular tools, drawings and moulds, these shall remain the property of the Purchaser and shall be marked as such by the Supplier. If such items and documents are produced by the Supplier for the execution of the purchase order, it shall be deemed agreed that the Supplier transfers ownership or all rights of use to the Purchaser and takes custody of the items on behalf of the Purchaser.

Items owned by the Purchaser may only be disposed of with the Purchaser's prior written consent.

Ownership of the items delivered by the Supplier shall pass to the Purchaser upon payment of the purchase price owed for them at the latest.

VIII. Duty of confidentiality

The Purchaser shall keep the existence and the contents of the purchase orders secret from third parties. The Supplier is also obliged to keep secret all information concerning the Purchaser's business which the Purchaser learns in the course of mutual, general business dealings and during visits by the Supplier or its agents. All information which becomes known to the Supplier in this context through inspection or communication of the Purchaser's facilities, working methods, plans and information shall be treated as trade secrets and shall not be made accessible to third parties.

The aforementioned duty of confidentiality shall not apply to such information as was demonstrably already known to the Supplier prior to notification by the Purchaser, or which the Supplier has obtained from a third party, insofar as the third party has in each case lawfully come into possession of said information and, by disclosing it, is not in breach of a binding duty of confidentiality. Furthermore, information that is accessible to anyone without breach of any duty of confidentiality shall be deemed to be non-confidential.

Should the Supplier be or become obliged to disclose confidential information due to a legal obligation or an official or judicial order, the Supplier shall inform the Purchaser thereof without undue delay after becoming aware of the disclosure obligation, and shall determine together with the Purchaser whether a defence against the disclosure obligation can be achieved and, if so, by what means. Any disclosure shall be limited to the minimum necessary and coordinated with the Purchaser in good time.

IX. Choice of law / place of jurisdiction

The orders issued by the Purchaser and their execution shall be governed exclusively by German law, to the exclusion of the provisions of the International Sales Convention (CISG). The exclusive place of jurisdiction for all disputes arising from and in connection with the orders issued by the Purchaser shall be Tübingen.

X. Severability clause

Should one or more conditions of these Terms and Conditions be or become invalid, this shall not affect the legal validity of the remaining conditions.

The relevant statutory provisions shall apply in place of the invalid condition, insofar as they are not legally covered by the remaining conditions.