

**1. Validity of these terms and conditions**

- 1.1 The following terms and conditions apply to orders placed by ourselves with regard to commercial law for supplies and performances (hereafter referred to as the object of delivery) and exclude any possible deviating terms and conditions of business of our suppliers, except where otherwise agreed.
- 1.2 If the supplier is already familiar with our conditions of purchase, they apply without renewed announcement being necessary for future order placements.
- 1.3 If we award a purchase order based on terms and conditions of business forms provided by the supplier, the purchase orders are always according to our conditions of purchase even if we do not specifically reject their conditions. Unconditional receipt of deliveries from suppliers does not represent acceptance of these conditions.
- 1.4 Agreements that amend or supplement these conditions, ancillary agreements as well as the conditions of the supplier only come into force if they are confirmed by us in writing. Written confirmation must be provided by our purchase department. Our trade representatives and commercial travelers are not authorized to award binding statements.

**2. Order placement**

- 2.1 Offers of the supplier are binding for the supplier. The order placement is effectively awarded when we place the respective written purchase order (e-mail and/or fax meet the requirement of the written form) or - in the event of a purchase order that deviates from the offer - the order placement is deemed effective should 5 working days pass from the order date without contradiction or if we accept the delivery unopposed. In the case of accepting a deviating purchase order, we waive the need for receipt of a separate statement of acceptance.
- 2.2 Agreements made by telephone need to be confirmed by us in writing in order to be effective. Every piece of correspondence related to order placement or amendments to orders must be conducted by our purchase department.
- 2.3 The request to a supplier to submit an offer does not represent an effective offer as conclusion of a contract; it is merely a request to the supplier to submit us a contractual offer. If an offer is based on our enquiry, the offer must correspond to the enquiry completely. If deviations between offer and enquiry are unavoidable, the enquiry is considered rejected; the deviating offer can be accepted as described in 2.1.
- 2.4 Submission of offers and estimates as well as the creation of illustrations, sketches, calculations and other documents ("documents") and the preparation of files and/or models are completed by the supplier free of charge and without obligation unless an alternative agreement has been made in writing. We are entitled to the property rights and copyrights to all documents. They may not be made accessible to third parties without our express written permission and may only be used for completion of our order. Upon completion of order, the documents shall be returned unasked. The nondisclosure regulation of figure 15 also applies.
- 2.5 If the supplier brings in third parties to execute his performances, he requires our prior written permission. The supplier's own personnel or the authorized commissioned third party are required to comply with the house and plant regulations of the relevant plant as well as the applicable safety regulations when carrying out their tasks. In particular, our "Safety Instructions for Staff from Third-Party Companies during Work Assignments at Bizerba" are to be noted and observed in their entirety. If requested we can make these regulations available to the supplier. The supplier is liable for the commissioned third party and must ensure that an appropriate obligation is imposed in line with these terms and conditions, unless otherwise agreed.

**3. Manufacture/acquisition of the object of delivery**

- 3.1 The object of delivery must be in accordance with state-of-the-art technology and must correspond to the company specifications included in the order as well as the contractually agreed specifications, other agreements regarding the properties of the object and the agreed purpose of use, otherwise the usually expected use.
- 3.2 The supplier must observe his fulfillment of duties in particular but not exclusively in the acquisition and/or manufacture of the object of delivery and also with regard to all the authorizations and statutory terms and conditions and requirements related to the delivery, especially the appropriate regulations pertaining to environmental protection, hazardous goods and accident prevention. The supplier must hereby ensure compliance with all the appropriate national and international regulations including compliance with EU directives and EU regulations as well as any national and international authorities and trade associations and that no third party rights are violated. The supplier particularly guarantees compliance with the RoHS Directive 2011/65/EU and REACH Regulation 1907/2006/EC. In the knowledge of prohibited ingredients (SVHC) contained in the object of delivery, the supplier is required to inform us in writing immediately. Should conflicts between official and statutory terms/requirements as well as provisions of the current status of technology be noted in relation to the conditions of the order, the supplier is hereby obliged to make express reference immediately and to submit an amendment proposal. We are entitled within the framework of the supplier audit to check the methods and processes of the supplier and also the environmental safety of the products. Reference is hereby made to the regulations noted under figure 7.
- 3.3 If the supplier has agreed to include mounting, assembly or installation of the delivered objects in his obligation he bears responsibility for all necessary additional charges such as travel expenses, accommodation, provision of tools, etc. unless an alternative written agreement has been made.
- 3.4 The supplier must immediately point out to us in writing any official authorizations and existing notification requirements relating to the introduction and operation of the objects of delivery.
- 3.5 An integral part of the obligation of the supplier to properly fulfill his deliveries is to make available all works certificates, inspection certificates, operating instructions, conformity declarations, safety data sheets, verification certificates, quality certificates, Technical Inspection Authority reports, etc. that relate to the object of the order. In as far as tradeable permits are available, the supplier must submit them unasked.
- 3.6 The supplier is obliged to send safety data sheets before delivery in accordance with the valid statutory terms and conditions and pursuant to EU directives in the currently valid edition in the event that the ordered goods contain parts for which safety data sheets need to be prepared in accordance with the official/statutory terms and conditions.

**4. Delivery procedure, dispatch and transfer of risk**

- 4.1 The delivery must be made free of charge to the delivery address as requested by us [DDP of INCOTERMS (International Commercial Terms of the International Chamber of Commerce 2010)], unless an alternative agreement has been made in writing. The supplier is required to make his delivery to the supplied delivery address including execution of all the necessary import/export formalities or other official requirements at his own cost.
- 4.2 If we have specified a concrete method of dispatch in the order this is binding for the supplier. If this conflicts with statutory conditions/requirements and/or the current state of technology, the supplier make reference to this immediately in writing.
- 4.3 The supplier is obliged to specify precisely our order number on all dispatch papers and delivery notes. If this is not done, the supplier will be held responsible for subsequent delays in processing and also for damage and costs incurred due to noncompliance with our labeling and dispatch regulations.
- 4.4 Shipments dispatched to us unasked for or at a premature date can be returned at the cost and risk of the supplier. Storage is at the cost and risk of the supplier. We are entitled to determine the content and state of this type of shipment immediately.
- 4.5 If we order products manufactured abroad we are entitled to dictate the importer to the supplier with regards to completion of importing the objects of delivery to Germany as well as payment of customs duty and the related statutory formalities. If we make use of this right, this does not alter the basic responsibility and duty to bear the costs of the supplier in accordance with figure 4.1.
- 4.6 Transfer of risk to us takes place after acceptance of the deliveries provided by the supplier by us at the agreed delivery address. The ruling stipulated in § 447 para. 1 of the German Civil Code does not apply.
- 4.7 Partial deliveries are basically not permitted unless a written alternative agreement is made.
- 4.8 We are entitled to return packaging, e.g. boxes and crates to the supplier. The supplier must accept them himself or on our request must name a third party.

**5. Delivery date**

- 5.1 The delivery period specified in the order is to be considered binding by the supplier. The delivery date shall only be considered adhered to if the delivery has been made on the agreed delivery date and from Mondays to Thursdays by 4 p.m. at the latest and Fridays by 12 noon at the latest. If only a calendar week has been determined as delivery date, the delivery must be made by Wednesday of this week and by 4 pm at the latest. Proper unloading and transfer of the objects of delivery to our goods receiving department are authoritative in determining promptness of delivery. After expiry of the aforementioned times, we are not obliged to accept the goods on the affected day.
- 5.2 The supplier is obliged to inform us in writing if any circumstances occur or become known to him from which he can infer that the agreed delivery date can no longer be observed.

- 5.3 If any amendments to the scope of the delivery and/or its execution have been agreed between us and the supplier, this type of amendment does not influence the determined periods in any way at all, unless a new delivery date has been agreed in writing.
- 5.4 In the event of a delay in the delivery we are especially entitled to statutory claims; any contractual claims in excess thereof remain unaffected. We are therefore entitled to withdraw from the contract and demand damages instead of provision of services after unsuccessful expiry of a reasonable period. If we are interested in partial services, we are entitled to limit withdrawal to a part of the services that are due by the supplier.
- 5.5 If a contractual penalty has been agreed for the event that the supplier overshoots the contractually agreed deadlines for the fulfillment of his services, in addition to the contractual penalty, we are entitled to demand compensation from the supplier, taking the contractual penalty into account, for all additional damage if he cannot provide evidence that he was not responsible for overshooting the deadlines or that less or no damage has been incurred.
- 5.6 Should circumstances arise that could not have been foreseen and for which the supplier is not responsible, the deadlines for fulfillment of services by the supplier shall be mutually adjusted. If such circumstances occur, we must be informed immediately - at the latest within 2 working days of the occurrence of the respective event - and in writing, providing details of the estimated delay. The supplier is obliged to take all measures to enable adherence to the original deadline or to shorten the delay.

**6. Pricing, invoicing and payment**

- 6.1 The price listed in the order is binding. Providing no alternative agreement has been made in writing, the price includes delivery to the specified delivery address, as well as the costs for packaging, duties, etc. The statutory value added tax is included in the price.
- 6.2 Invoices must contain the order number mentioned in the order.
- 6.3 If an invoice does not contain all the required information and/or does not fulfill all the legal requirements it will be dispatched back to the supplier. The purchase price is not due until receipt of a properly issued invoice. If we should incur damages or other disadvantages regarding capital due to delayed issue of invoice, these shall be borne by the supplier.
- 6.4 The supplier is particularly obliged to submit the statutory required supplier's declaration (e.g. based on the applicable EU directives) immediately together with issuance of invoice. In the event of long-term declarations, these must be submitted at the latest with issuance of the first invoice. In addition we must be informed immediately if they are not included.
- 6.5 Our payments do not represent recognition of the deliveries provided by the supplier in accordance with the contract.
- 6.6 Payment is made in the currency of our choice.
- 6.7 Providing no alternative agreement has been made in writing, payment is made after delivery or receipt of invoice, depending which happens later, either within 14 days with a 3 % cash discount, within 21 days with a 2% cash discount or within 30 days with no discount. Delayed payment, due to improper delivery papers or incomplete invoice information still entitle us to the respective cash discount.

**7. Retention of goods and cession**

- 7.1 Ownership of the object of delivery transfers to us upon payment of the respective sum of the invoice item. Open payment requests by the supplier regarding other delivery items or due to other reasons do not influence transfer of ownership of the paid object of delivery.
- 7.2 We are entitled to resell the object of delivery even if the supplier's invoice has not been settled.
- 7.3 Any claims against ourselves by the supplier may only be assigned with our approval. Consent may not be denied unreasonably. The regulation in Section 354a, German Commercial Code (HGB), shall remain unaffected by this.
- 7.4 Retention of goods by the supplier due to counterclaims made towards us that do not result from the affected contractual relations, are not given. Furthermore, the supplier may only make use of the right to retention of goods if the counterclaims are undisputed and legally binding.

**8. Quality assurance**

- 8.1 The supplier must develop and maintain a quality assurance system that is suitable to the type and scope and current state of technology and which is respectively documented. Notes in particular on quality checks shall be corrected and if requested made available by the supplier.
- 8.2 In the event of options to improve or amend techniques, we are to be informed immediately in writing.
- 8.3 The supplier hereby agrees to quality audits in order to assess the efficacy of his quality assurance system, which shall be performed by us or by a person contracted by us, if required with participation of our customer.
- 8.4 We maintain an energy management system in accordance with ISO 50001 and also expect our suppliers to observe the energy laws at least. Energy-efficiency in selecting and executing the delivery is therefore not relevant.

**9. Proof of origin, evidence required by sales tax law, export limitations**

- 9.1 The proof of origin required by us shall be prepared by the supplier with all the required information and submitted to us immediately, or at the latest together with the delivery. Similarly this applies to evidence required by sales tax law for extra- and intra-EU deliveries.
- 9.2 The supplier shall inform us immediately if a delivery is subject either in its entirety or partially to export limitations according to German law or the law of another state.

**10. Inspection of defects, liability for defects**

- 10.1 The supplier is obliged to carry out a comprehensive post production verification and to guarantee that his deliveries correspond to our order in all respects.
- 10.2 The object provided by the supplier must correspond to clause 3 and be free from material defects and defects in title.
- 10.3 The object of the delivery is also not free from defects if it does not correspond to the contractual properties, determined by the information and specifications in data sheets, in offer documents, drawings, prospectus material and files sent related to the order placement.
- 10.4 We must announce any defects in the delivery immediately to the supplier and in writing as soon as they have been determined according to the circumstances of a proper business transaction. In this respect the supplier waives any objections to delayed notice of defects. Concealed defects are deemed to have been reprimanded in time when the report is made to the supplier immediately after detection of the defect.
- 10.5 We are entitled to the full statutory rights to claim damages; contractual claims in excess thereof remain unaffected. We are in any case entitled to either demand removal of the defect or delivery of a new object by the supplier. The right to compensation, in particular compensation for damages in addition to the deliveries provided, remains reserved.
- 10.6 We are entitled to rectify the defect ourselves at the cost of the supplier if the supplier does not carry out this supplementary performance in due time. If we do consider the subsequent performance by the supplier to be unreasonable (e.g. due to urgency, risk of operational safety or the risk of disproportionate damage) then no deadline needs to be set. It shall be deemed unreasonable for us if the object of delivery is built in and the defect does not become apparent until the object of delivery is in use. In addition, we shall notify the supplier immediately of any circumstances that could be considered unreasonable and if possible in advance.
- 10.7 All costs arising in relation to the guarantee obligation of the supplier, for example for assembly, freight, packaging, insurances, duties and any public taxes, inspections and technical inspections are the responsibility of the supplier. In particular, the supplier is responsible for the air fares, shipping expenses, work, hotel and transport costs required to remove defects immediately.
- 10.8 The limitation period regarding material defects and defects in title amounts to a basic 36 months, calculated from transfer of risk, clause 11 shall apply in the event of bodily injury and damage to health. In the event of replacement deliveries the guarantee period begins again for the affected objects. In the event of objects that are usually integrated into constructions or that belong to technical building fittings, the limitation period for guarantee claims is 6 years from transfer of risk. If, according to the law, we are entitled to longer limitation periods than the already-mentioned periods for material defects or deficiency in title, the statutory regulations apply.

**11. Liability, release, liability insurance**

- 11.1 General liability is aligned towards statutory regulations, any contractual liability principles in excess thereof remain unaffected.
- 11.2 In as far as the supplier is responsible for a product defect or if claims are made against us due to the violation of official safety regulations or due to national or international product liability provisions as a result of a defect in the object of delivery, the supplier is obliged to indemnify us against any claims for compensation for damage from third parties.
- 11.3 The supplier is obliged to take out a product liability insurance over an insured fixed sum of at least € 5,000,000.00 per personal injury/material damage. If we are entitled to any additional claims for damages, these shall not be affected.
- 11.4 The supplier is liable for all damage to the environment that arises from conduct that can be attributable to him, in particular to his delivery. This applies in particular to damage caused by a breach against the terms of the emission protection law, waste oil, water supplies and waste disposal laws as well as the previously applicable regulations. At our request, the supplier shall release us from any claims by third parties in the event of liability.

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- 11.5 If disturbances or defects are incurred during use, commissioning or operation of the object of delivery that can be traced back to action or neglect of the user, commissioner or operator, which result from incomplete or not detailed or missing utilization and owner's manual, the supplier must compensate the damage resulting thereof.
- 11.6 In as far as the supplier reverts to vicarious agents pertaining to § 831 of the German Civil Code to fulfill his obligations, the supplier irrevocably waives his exculpation option in accordance with § 831 para. 1, sentence 2 of the German Civil Code.  
The conduct of the pre-supplier and/or subcontractor of the supplier must be charged as his own conduct in relation to us, figure 17 applies additionally.

#### 12. Recall

- 12.1 If personal damage or material defects or financial loss could be incurred by us or our customers, or if other reasons are given that justify a product recall, the supplier is responsible for all costs involved in carrying out a product recall. The supplier is also responsible for all ancillary costs that are required in connection with a product recall or for clarification of questions as to whether a product recall is required (e.g. audit costs, lawyers costs, costs of criminal proceedings etc.). Additional claims for compensation for damages on our part in the event of a product recall remain expressly reserved.
- 12.2 In the framework of his liability for damages, the supplier is obliged to reimburse us with any expenses in accordance with §§ 683, 670 of the German Civil Code as well as §§ 830, 840, 426 of the German Civil Code that result from recall actions carried out by us. We shall inform the supplier about the recall action being carried out - in as far as this is possible and reasonable - and give him the chance to make a statement.
- 12.3. The supplier is obliged to inform us immediately as soon as circumstances are known that would make a recall action plausible. If the supplier breaches this obligation he is responsible in particular for all costs that arise due to information not having been made available immediately.
- 12.4 Other statutory or contractual claims remain unaffected from the aforementioned regulations.

#### 13. Trade mark rights, release, reservation of ownership, provision of tools

- 13.1 The supplier is responsible to ensure that no third-party rights within or outside of the Federal Republic of Germany are violated with regards to his delivery. If claims of us are made by third parties based on violation of a right with regard to the delivery, the supplier is obliged to release us from the claims immediately if we so request. We are not entitled with respect to the aforementioned claims to make agreements with the third party that would burden the supplier, or, in particular, reach a settlement, without permission from the supplier. The release obligation of the supplier is related particularly to all expenses that become necessary for us or with respect to claims made by a third party.
- 13.2 If, during execution of the order, third-party patents or utility patents are affected, the supplier shall acquire the required licenses and be responsible for the costs and shall also release us from all obligations, disadvantages and damages that might arise from the use of third-party inventions or the violation of third-party patents or utility patents.  
The supplier must transfer all the necessary rights for the intended use of the object of delivery to us. If own patents or other industrial property rights of the supplier are affected, upon execution of the order he shall provide us with the irrevocable, unlimited and free use of this patent or rights with respect to the object of the delivery.
- 13.3 If while executing the order, the supplier makes an invention in particular in the manufacture of workpieces, for example whereby the workpiece or parts of the same are improved, we are entitled to unlimited use of these inventions at no charge.
- 13.4 We become owners of the technical documents that belong to the scope of the delivery upon transfer. We are entitled to produce or have produced duplicates of the technical documents and to unlimited use of them with regard to the object of the delivery at no cost. We are also entitled to make these documents available to third parties.
- 13.5 In as far as subcontractors of the supplier execute our order either completely or partially and transfer technical documents in this context to us, the supplier is obliged to ensure that we are given the same rights to these documents as we would have if they had been provided by the supplier himself.
- 13.6 In as far as we provide parts or tools for the supplier in order for him to fulfill the order, we remain the owner of these parts. Processing or transformation will be carried out for us. If our reserved goods are processed with other goods that are not owned by us, we shall acquire co-ownership for the new object in relation to the attributed value of our object at the time of processing (purchase price plus VAT) with the other processed objects. The supplier stores the objects owned by us free of charge.  
If our reserved goods are inseparably mixed or linked with other goods that are not owned by us, we shall acquire co-ownership for the new object in relation to the attributed value of the reserved object at the time of mixing or linking (purchase price plus VAT) with the other mixed or linked objects. If the combination or linkage is carried in such a manner that the supplier's object can be regarded as the main object, an agreement is made to the effect that the supplier is transferred a share of co-ownership. The supplier shall store all the objects owned by us.
- 13.7 The supplier is obliged to use the tools exclusively for the manufacture of the objects of delivery. The supplier is also obliged to insure our tools at replacement value at his own expense against all reasonable risks in particular against fire, water and theft. At the same time the supplier shall relinquish us even now all claim for damages from this insurance. We hereby accept relinquishment. The supplier is obliged to carry out all necessary servicing and inspection work on our tools as well as all maintenance and repairs at his own cost and in due time. We are to be informed of any process failures immediately.

#### 14. Rights to documents and software and the relevant liability of the supplier

- 14.1 We are reserved all rights to the software developed according to our specifications (including the source code) and documents and also the methods and inventions developed in relation to our placement of order. The supplier fully relinquishes us any rights previously assigned to him. We accept this relinquishment. In this context, the supplier shall provide us with all the necessary information and documents immediately in as far as they are required to register commercial property rights or for the protection of intellectual property.
- 14.2 We are entitled to all the known and unknown rights of use as well as the right to save, load, duplicate and distribute, edit and further develop the software and its components belonging to the object of delivery including documentation and the source code.
- 14.3 If the performance results of employees of the supplier are affected, the supplier is required to claim these under observation of the regulations stipulated in the Employee Inventions Act and to ensure that a sufficient agreement is met with the respective employee that ensures transfer of these results to ourselves. If objects of delivery of third parties are affected, the supplier must indemnify us against any possible claims from these third parties.
- 14.4 The supplier is responsible for ensuring that any required licenses with regard to third parties are made available in order to protect the aforementioned rights within the framework of the delivery. Otherwise he is obliged to indemnify us immediately upon request against any such claims from third parties.

#### 15. Secrecy

- 15.1 Confidential information is information of a commercial or technical nature which is exchanged or intended for exchange between the parties orally or by means of data or information carriers and which contains trade secrets or might be of great significance in terms of business policy, is designated as confidential by ourselves or has a need for protection that derives from the information itself or from other circumstances.
- 15.2 This does not include information, which at the time of notification was either publicly accessible or known personally to the supplier. This also refers to information that is made accessible to the public without violating this obligation, or information the supplier has received from a third party legally without violating any non-disclosure obligation, or information that has been developed independently or has been made public by ourselves or, as a result of statutory regulations, is required to be made accessible to the public.
- 15.3 The supplier may use the confidential information solely for the purposes of his assignment and refrain from exploiting, forwarding or publishing it in an unauthorized manner.
- 15.4 The obligation in clause 15.3 applies as of communication of the respective order and for a period of 3 years after completion of the respective order.
- 15.5 The supplier is liable with regard to us for all damages that result from noncompliance contrary to duty of the supplier against the abovementioned nondisclosure terms.

#### 16. Spare parts guarantee

The supplier guarantees that all spare parts that could potentially be required by the object of the delivery are available for a period of at least 10 years. The aforementioned period begins with transfer of the object of delivery.

#### 17. Breach of contract due to compliance violations

The supplier is obliged to notify us immediately of any violations to the Bizerba Code of Conduct, which can be reviewed on our home page or requested directly from ourselves, or of any violations to the respective laws committed by the supplier or by an assigned third party or by a company in affiliation with the supplier (as defined in §§ 15 ff of the Stock Corporation Act). If collaboration is no longer reasonable for us as a result of such an infringement, we have the option of termination without notice under § 314 I, German Civil Code (BGB). The situation shall be deemed unreasonable if the supplier culpably infringes his obligation to notify.

#### 18. Liability of the supplier for third parties

All aforementioned duties and obligations of the supplier also apply to all third parties whose deliveries are utilized by the supplier in connection with executing the order, in particular pre-suppliers and subcontractors. In relation to us, the supplier must attribute their conduct as his own or as his own breach of obligation.

#### 19. Place of fulfillment and court of jurisdiction

- 19.1 In as far as no alternative agreement is expressly made, the place of fulfillment for all deliveries provided by the supplier as well as all of our own obligations, in particular our obligation to pay is exclusively our head office in Balingen.
- 19.2 Our head office in Balingen is also the court of jurisdiction for all disputes between us and the supplier.

#### 20. Safeguard Clause

If any provision of these terms and conditions and/or this concrete order is found to be invalid or could become invalid all the remaining terms and conditions shall remain in force. The invalid provision shall be replaced by a provision that comes closest to the economic purpose of the intended regulation.

#### 21. Applicable law

The law of the Federal Republic of Germany shall apply to the contractual relations between us and the supplier, however the stipulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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