

**General Terms and Conditions of Purchase (GTP) of Lacon Electronic GmbH  
and Lacon Embedded GmbH  
(as of May 2018)**

**1. General**

- 1) These purchasing conditions apply to all contracts between Lacon Electronic GmbH ("Lacon" or "we") and the contractor for the delivery of goods.
- 2) The contractor's terms and conditions of business shall only apply when we have expressly agreed to their validity by referring to them. The mere reference to documents of the contractor that contain or refer to his terms and conditions of business will not constitute agreement with the validity of the contractor's terms and conditions of business.
- 3) If it should mutually have come to the effective inclusion of terms and conditions, then the conclusion of the contract remains unaffected when, despite collision, the parties have agreed on all essential points of the contract. In this case, the statutory provisions shall apply as regards the conflicting regulations.

**2. Conclusion of contract and performance call orders**

- 1) The contract comes about by express acceptance of an order placed by Lacon by the contractor. Orders from Lacon are valid for two weeks, unless otherwise stated. When the contractor does not accept the order until a later point in time, this shall be deemed to be the contractor's new offer to conclude a corresponding contract. We can accept this expressly or tacitly, at our discretion.
- 2) If we have concluded a framework agreement with the contractor on performance call orders, we may also effect call orders in text form or verbally. If, at the latest within two weeks of receipt, the contractor does not object, then delivery call orders shall become binding.

**3. Scope of performances owed**

- 1) The performances owed by the contractor are initially derived from the respective order. If individual (ancillary) performances are not explicitly listed there, but these are usually provided together with the listed performances, these are included in the order without separate remuneration.
- 2) The contractor is obliged to provide the performances owed by him, in particular the delivery of goods, in such a way that they may be used within the territory of the European Union, in accordance with the law, and for the agreed purpose.

**4. Changes in the commissioned performance, additional and reduced services**

- 1) Lacon is entitled to demand changes to the agreed scope of delivery if and to the extent that the contractor's business is set up for this and the change is deemed reasonable for him.
- 2) If the change affects the agreed remuneration, the parties undertake to agree on a corresponding adjustment, by taking into account the additional or reduced expenditure and the agreed remuneration for the affected performance.

- 3) If the contractor is of the opinion that agreed terms cannot be met due to the change request, he must inform us of this. We then decide whether the performance change should be implemented with an amicable adjustment of the deadlines.
- 4) If, within the scope of the execution of the contract, the contractor realises that a contractual performance can only be achieved by increasing, reducing, changing or otherwise deviating from the agreed performance, he must inform us immediately in text form.

#### **5. Delivery**

- 1) Deliveries must be made to the destination specified by us. Unless otherwise agreed, delivery to the place of destination "DDP" shall be made in accordance with Incoterms 2010.
- 2) Partial deliveries are only permissible when we have expressly agreed to them. Any additional costs incurred by the partial delivery shall only be borne by Lacon when we have expressly declared the assumption of costs.
- 3) Ordered goods must be delivered properly packed and labelled. It is shipped at the contractor's risk. The packaging must be safe for transport and comply with the transport regulations that are applicable to the selected mode of transport and any packaging regulations specified in our order. The contractor undertakes to use packaging that is as environmentally friendly as possible and to refrain from using unnecessary packaging. Packaging materials that would have to be disposed of as hazardous waste are not permitted.
- 4) Each delivery of goods must be accompanied by a delivery note that states the product designation mentioned in our order, as well as order and product numbers. The order sequence listing of the items in the delivery note must be the same as in the order.
- 5) The contractor must comply with the statutory requirements for packaging and its disposal. The contractor shall take back used and completely emptied packaging free of charge. When this is not possible, the contractor must bear the appropriate disposal costs. We make these "EXW" (Incoterms 2010) available for collection at the place of delivery in accordance with paragraph 1).

#### **6. Deadlines, contractual penalty**

- 1) Delivery and performance dates specified in the order, including interim dates, will be binding for the contractor. The free availability of the performance owed at the place of destination is decisive for deadline compliance. When we have agreed to collect the performance, the contractor must place the ordered performance at our disposal so as to allow collection and the agreed place of collection must be complied with. The contractor must also notify us of this in good time in order to meet the deadline.
- 2) The contractor shall be in default after expiry of the applicable performance deadline, without this first requiring a reminder.
- 3) As soon as it becomes apparent to the contractor that agreed deadlines cannot be met, we must be informed immediately, and the reasons for the expected delay must be provided.
- 4) Our unconditional acceptance of the delayed delivery or performance shall not constitute a waiver of the rights to which we are entitled to, owing to this delay.

- 5) For each case where the contractor is deemed responsible for exceeding delivery and/or performance deadlines, a contractual penalty in the amount of 0.3% of the agreed net remuneration of the respective performance per calendar day of the missed deadline shall apply, however, a maximum of 5% of the corresponding net remuneration shall become due for payment. As far as no statute of limitations has occurred, the contractual penalty can be asserted by us until the due date of the final payment of an order. In addition to the contractual penalty, we are entitled to the statutory rights and claims. The contractual penalty shall be set off against claims for damages, due to delayed delivery.

#### **7. Principles of performance provision**

- 1) The contractor shall provide his services in accordance with state-of-the-art engineering and by taking into account the usual professional and commercial care.
- 2) If certificates of origin, safety data sheets, test confirmations, manuals, etc. are usually handed over to us for performance, these must be handed over to us at the latest upon delivery.
- 3) If our order is based on samples provided to us by the contractor, the corresponding materials are to be used for performance purposes. They may not be replaced without our consent, not even by similar makes and materials. We will not unreasonably refuse the corresponding approval.

#### **8. Obstruction of performance fulfilment**

Obstructions which, in the opinion of the contractor, could endanger the timely and/or contractual execution of the performances owed by him must be reported to us in text form immediately.

#### **9. Subcontractors**

- 1) The contractor may not use subcontractors without our prior express consent. If we permit their use, this does not release the contractor from the responsibility regarding the performances of his subcontractors.
- 2) The contractor may not prevent his subcontractors from concluding contracts with us for other services. In particular, exclusivity agreements with subcontractors that prohibit them from working directly for Lacon, are not permitted. This applies expressly as a contract in favour of the respective subcontractor, which may only be changed with our consent at the expense of the subcontractor.

#### **10. Defects, exemption, recall of products**

In the event of performance defects, the statutory provisions shall apply, however, the application of § 377 HGB (German Commercial Code) shall be excluded, unless the defect is obvious and has become apparent upon acceptance of the performance.

- 1) When claims for damages are made against us by third parties, due to a defect in our products for which the contractor is responsible (e.g. due to delivery of defective components), the contractor shall, upon first request, indemnify us from all corresponding claims of third parties, including the necessary costs to defend against these claims. When we have to carry out a recall action due to such a case of damage, the contractor shall be obliged to reimburse us

all expenses arising from or in connection with the recall campaign Further legal claims remain unaffected.

- 2) Claims for defects expire 36 months after delivery. § 438 par. 3 BGB (German Civil Code) remains unaffected.

#### **11. Fees and payment, duties**

- 1) Unless otherwise agreed, prices are free destination. Shipping and packaging costs, as well as costs for insurance, fees, customs duties and other ancillary costs shall be borne by the contractor.
- 2) The invoice of the contractor has to be sent to the address provided by us, with the provision of our order number as well as exact information regarding the billed performances. When listing the performances, the order of the purchase order on which the contract is based must be observed. An invoice that does not meet these agreements, or the legal requirements, or deviates from our order does not lead to the due date of the claim and does not trigger a deadline for claiming any cash discount deductions.
- 3) The unconditional payment of the invoice amount by us does not constitute an acknowledgement of the Supplier's performance as being in accordance with the contract.

#### **12. Property rights of third parties**

The contractor is responsible for ensuring that his performances do not infringe any industrial property rights of third parties. If claims are made against us by a third party on account of the contractor's performance, due to an alleged infringement of property rights, the contractor is obliged to indemnify us against these claims, unless he is not responsible for the infringement of property rights.

#### **13. Non-assignment clause**

The assignment of a claim against us requires our consent. Assignments made without our consent are invalid. We will only refuse consent, at our reasonable discretion, when, in individual cases, our interests outweigh the interests of the contractor in the intended assignment.

#### **14. Materials of conflict**

- 1) The Supplier undertakes to deliver the goods in accordance with the provisions of Section 1502 of the Dodd-Frank Act.
- 2) It also undertakes to identify the use of Conflict Minerals (tin, gold, tantalum, wolfram) in its supply chain and take appropriate measures to ensure that the delivery item does not contain Conflict Minerals pursuant to Section 1502 of the US Dodd-Frank Act. In the event of a violation of the Dodd-Frank Act, the Supplier shall indemnify us from all resulting damages and claims of third parties. The indemnity obligation also includes, in particular, our own costs for clarifying the facts of the case, its legal examination and our legal representation.

## 15. Non-disclosure

- 1) The contractor undertakes to keep confidential the business secrets of Lacon and the customers for whom he acts. Trade secrets refer to information or knowledge of any kind which is made known to the contractor within the scope of a contract; which comes to his knowledge in any other way, or which has come to his knowledge in the course of his negotiations before the contract is signed, provided and to the extent that such information or knowledge originates from the sphere of Lacon. Information and knowledge can be communicated in any form (in writing, orally, by email, etc.). Designation of a trade secret as such is not necessary.
- 2) The contractor is prohibited from using or having used the business secrets for any other purpose than cooperation with the client. He is obliged to keep business secrets secret and not to allow third parties to know them. Business secrets of the customer are to be duplicated by the contractor only to the absolutely necessary extent.
- 3) The contractor is entitled to disclose the trade secrets to his employees, the employees of companies affiliated with him pursuant to Sections 15, 16 AktG, and his consultants if and to the extent that they (i) must be aware of them for the purposes of this agreement, (ii) are obliged to maintain appropriate secrecy, at least in accordance with this agreement, or otherwise legally and (iii) have been expressly notified of the confidentiality requirement.
- 4) A passing on to other third parties is only permitted to the contractor with the consent of the client (at least by email) and provided that the conditions agreed in the preceding paragraph (ii) and (iii) are satisfied for these.
- 5) The contractor shall take all customary and appropriate protective measures to protect the business secrets of the customer which prevent unauthorised third parties from gaining knowledge of them. As a minimum, the protective measures taken by the contractor for his own business secrets shall apply. The contractor is obliged, with appropriate knowledge, to inform the client immediately and completely about a violation of the above obligations. He has to support him within the scope of what is reasonable to restore secrecy in this respect, by means of suitable measures.
- 6) Business secrets which (i) were generally known at the time of transmission or become generally known thereafter - through no fault of the contractor - are not subject to confidentiality, (ii) were legally known by the contractor at the time of disclosure without the existence of a confidentiality obligation, (iii) are lawfully made known to the contractor after the time of transmission by third parties without any obligation of secrecy on the part of the third party, (iv) have been independently developed by the contractor without the contractor having used confidential information of the disclosed party, or must be disclosed (v) due to mandatory statutory, official or judicial regulations or legal provisions orders.
- 7) The customer may, at any time, demand the return of the business secrets handed over to him in physical form. This obligation also applies to all physical copies or other physical reproductions which he has made of the client's business secrets. Business secrets provided to the contractor in digital form shall be

completely deleted at the request of the client and in such a way that their restoration is excluded. The obligation to surrender or delete does not apply to such trade secrets for which the contractor can invoke the existence of an exception to this confidentiality.

- 8) If the contractor stores business secrets in a digital form, as part of a standard data backup, which is deleted at regular intervals without the possibility of recovery, the deletion of the business secrets together with the deletion of the data backup is sufficient for the fulfilment of the deletion obligation. The restoration of business secrets from the data backup is prohibited. If trade secrets are restored as part of a general restoration of data, the restored trade secrets must be deleted immediately.
- 9) Insofar as the contractor has a statutory obligation to preserve a trade secret, the contractor shall be entitled to keep the required number of (digital) embodiments of the trade secret for this period, provided that these are kept secret in accordance with the provisions of this contract and are destroyed immediately after expiry of the obligation to preserve them in such a way that restoration is not possible.
- 10) Rights of retention are excluded, unless they are based on enforceable decisions or undisputed claims.
- 11) This non-disclosure agreement shall not be affected by a termination of the contract.

#### **16. Place of jurisdiction and applicable law**

- 1) When the Supplier is a merchant, the sole place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be the registered office of the Purchaser. However, the Purchaser shall also be entitled to sue at the Supplier's registered office.
- 2) This contract, including its interpretation, shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and private international law.

#### **17. Final provisions**

- 1) This contract contains all agreements of the parties to the subject matter of the contract. Any deviating ancillary agreements and earlier agreements relating to the subject matter of the contract shall hereby become invalid.
- 2) Amendments and supplements to this contract must be made in writing, unless a stricter form is prescribed by law. This also applies to any waiver of the formal requirement.
- 3) Should any provision of this contract be or become wholly or partially invalid, ineffective or unenforceable, or should a provision necessary not be contained, the validity and enforceability of all other provisions of this contract shall not be affected.