General terms and conditions of purchase of Amphenol-Tuchel Electronics GmbH (ATEA)

1. General Information

The following conditions of purchase apply to our orders excluding the respective general terms of business of our suppliers. In addition, our supplier manual applies in the respectively applicable version. Amendments and supplements are only considered if we confirm them as addition to our terms and conditions of purchase in writing. The acceptance of deliveries and services or their payment does not constitute an acceptance of the terms of sale of the suppliers.

2. Orders

2.1 Offers, visits and elaborations of the suppliers are free of charge and without obligation to us, unless otherwise agreed. Orders, conclusions of agreements and delivery schedules as well as their amendments and supplements shall be made in writing. Verbal agreements before or upon conclusion of the contract require our confirmation in writing in order to be valid.
2.2 Orders and delivery schedules become binding, if the supplier does not disagree in writing within 3 working days upon receipt.

3. Delivery

3.1 Deviations from our agreements and orders are only permissible with our prior confirmation. Agreed dates and deadlines are binding. The receipt of goods at our company is decisive for the compliance with the delivery date or the delivery term. Unless the delivery of goods at our company is agreed, the supplier has to provide the goods on time considering the usual time for loading and shipment.
3.2 If agreed dates are not kept due to circumstances in the supplier's responsibility, we are entitled at our own choice, without prejudice to further legal regulations, to withdraw from the contract upon expiry of an appropriate period, to provide a replacement by a third party and/or to claim damages instead of performance. We are entitled to compensation for all additional costs, incurred due to deliveries or performances, which are delayed on part of the supplier. The acceptance of delayed deliveries or performances does not constitute any waiver of claims for compensation.
3.3 When the supplier anticipates difficulties within production or material supply, or when circumstances arise, which cannot be influenced by the supplier and which will presumably prevent him from a timely delivery in the agreed quality, the supplier has to inform the ordering department of our company immediately.
3.4 The values, which we calculated at the goods entry control, are decisive for quantities, weights and measures, subject to other evidence.

4. IMDS-Entry

The supplier is obliged to transmit the IMDS material data to the IMDS using our IMDS ID "12127" and our article number.

5. Force Majeure

Force majeure, industrial conflicts, disruption of operations through no one's fault, civil commotions, governmental actions and other unavoidable events entitle us to terminate the whole or any part of the contract, as far as we have a substantial interest in this.

6. Invoices

The order number has to be specified for each invoice or rather each invoice line item in case of reference to several purchase orders. Each invoice has to be filed electronically to the named address.

7. Price Setting and Passing of Risk

The prices are quoted inclusive of packing, unless otherwise agreed. This does not include value-added tax. The prices are fixed; they include all expenses in connection with the deliveries and services to be performed by the supplier. Any price increase is excluded after acceptance of the order. For deliveries without installation or assembly, the risk passes to us upon receipt at the delivery address denoted by us, independent of the agreed price setting. For deliveries with installation or assembly, the risk passes to us upon successful acceptance on our part. Commissioning or utilization do not replace our acceptance certificate. The ownership of the delivered goods passes to us upon payment. Any extended or expanded retention of title is excluded.

8. Terms of Payment

Unless other arrangements are made, the payment of the bill is effected either within 14 days at deduction of a 3% discount or within 60 days without deduction. The period starts from the date when both the invoice and goods have been received by us or the services have been performed, respectively. The payment is made under reserve of invoice verification. Payments do not constitute an acceptance of the delivery or services as specified in the contract. Upon faulty or incomplete delivery or services, irrespective of our other rights, we are entitled to retain payments at a reasonable amount for receivables resulting from the business relation until duly completion. The assignment of receivables against us to a third party is excluded. We shall not come in default of payment, 30 days after the invoice or an equal request for payment is received and due. Furthermore, if the receiving date of the invoice or the request for payment is uncertain, we shall not come in default of payment, at the latest 30 days after the due date and delivery is received.

9. Warranty

9.1 The acceptance is subject to the inspection of accuracy and suitability. We are authorised to inspect the deliveries and services insofar and as soon as possible in the proper course of business. Detected defects will be notified by us immediately upon detection. In this respect the supplier abandons the objection to the delayed notification of defects.
9.2 For violations of duty on delivery and services, irrespective of other rights entitled to us according to statutory provisions, we are authorized to claim at our own choice a replacement or removal of defects free of charge to us, a reduction of the purchase price (decrease) or a complete or partial withdrawal from the contract as well as a compensation instead of service or a compensation of wasted expenses. These warranty claims become statute-barred after 24 months from delivery - unless a longer period is agreed in particular cases or statutory (e.g. 5 years for construction works)- if assembly is agreed after finished assembly, in case of trial operation as soon as the latter is carried out without complaints, unless otherwise agreed.
9.3 Should a receiving inspection, exceeding the ordinary scope, be necessary due to bad delivery the supplier bears the costs for this.
9.4 We are authorized to remove the detected defects ourselves at the expenses of the supplier in urgent cases, especially in order to avert acute danger or excessive damages.

10. Product damages

10.1 In case that one of the customers or any other third party claims against us due to product liability, the supplier is obliged to indemnify us from such claims, inasmuch as and as far as the damage has been caused by a defect of the product delivered by the supplier. In case of strict liability however, this is valid only when the supplier is at fault. Provided that the cause of damage lies within the responsibility of the supplier, he bears the burden of proof in this respect.
10.2 The supplier declares explicitly by means of acceptance of an order, that no rights, especially no property rights of a third party, are connected to the object of delivery. He accepts the obligation to indemnify the purchaser and hold him harmless against, and reimburse him completely for any accrued damage, if rights of a third party are asserted nevertheless.

10.3 In addition, the supplier is liable without limitation for all damages caused by himself, especially for all consequential damages.
10.4 In case that a customer claims against us due to the deficiency of the performance, we are able to take recourse (reimbursement of expenses) to the supplier according to statutory provisions.

11. Workmanship
Personnel that performs work on factory site within the scope of the contract has to consider the site regulations. Liability is excluded for accidents which happen to the personnel on factory site, as far as these accidents are not caused deliberately or grossly negligent on our part. This shall not apply as far as life, body or health have been damaged.

12. Safety, Environmental Protection; Packaging
Deliveries and services have to correspond to the legal regulations, especially the safety and environmental regulations including the regulation concerning hazardous materials, to the ElektroG (Electrical and Electronic Equipment Act) and to the safety recommendations of the responsible expert panels or professional associations such as VDE (German Electro technology Federation), VDI (Association of German Engineers), DIN. Corresponding certificates, test certificates and verifications need to be included free of charge. The supplier is obliged to update and comply with the up-to-date state of the guidelines and laws applicable to the delivered goods concerning the material type restrictions, e.g. REACH, and not to use banned materials. The supplier is obliged to take back the packaging used for delivery of his goods and to dispose of it at his own expense upon our request.

13. Import and Export Regulations, Customs
13.1 The supplier is generally obliged to provide, free of charge, all information required to comply with statutory regulations and legal requirements.
13.2 In the case of deliveries and services from an EU country outside Germany, the EU VAT identification number must be given. Imported goods are to be delivered duty paid. The supplier is obliged to inform ATEA in writing of any licensing requirements for (re-) exports in accordance with German, European, US export and customs regulations as well as export and customs regulations of the country of origin of the goods.
For this purpose, the supplier must provide the following information and data free of charge:
• The export list number according to Annex AL to the German Foreign Trade Ordinance or comparable list items
• for US goods the ECCN (Export Control Classification Number) according to the US Export Administration Regulations (EAR)
• if the goods contain a US share and how much the share is
• the statistical goods number (HS / KN code), in the respectively applicable version
• (Long-term) supplier declarations on preferential origin (for EU suppliers) or certificates on preferences (for non-EU suppliers)
• the country of origin (commercial / non-preferential origin) according to ISO 3166 ALPHA-2
The supplier is obliged to inform ATEA immediately in writing of any changes to the above information and data.
13.3 If the supplier culpably violates his obligations under paragraph 12, he bears all expenses and damage as well as other disadvantages (e.g. additional claims for foreign import duties, fines) that ATEA incurs as a result.

14. Confidentiality/Design Documents
14.1 Documents of all sorts, which we submit to the supplier, such as samples, drawings, models, data and the like as well as all other provided information, as far as not being expressly intended for the public, must not be made accessible to third parties unless this is necessary for completion of the contract. All trademark rights, copy rights and other property rights remain with us. Products, which are manufactured according to documents designed by us, such as drawings, models and the like or

according to our confidential information or with our tools or copied tools, may neither be used by the supplier nor offered or delivered to a third party.
14.2 The prices as agreed between the parties of the contract, including their basis of calculation, are confidential and may not be provided to third parties. This also applies after implementation of the contract.
14.3 Upon request, the supplier will submit to us the construction plans, the drawings, the technical calculations, etc. referring to the delivery item for acceptance and transmit to us respectively a copy after approval as far as these documents are necessary for the conventional use or for repair works. The approval of such construction plans, drawings, technical calculations, etc, is without prejudice to the obligations of the supplier. If the supplier develops the above mentioned items partially or entirely at the expense of our company, we become (co-)proprietor of the property rights corresponding to our proportion of the production costs.
14.4 In all writings, delivery receipts, bills and transport documents which are related to the purchase order, the purchase order specifications (order number, order date, ATEA item number) have to be indicated.

15. Place of performance
Place of performance is the place where the goods have to be delivered according to the contract.

16. Set-off/right of lien
The supplier can only offset against undisputed or validated claims or apply a right of lien.

17. Data protection
Data of our suppliers are electronically stored and processed as far as this is necessary for the duly implementation of the contractual agreements.

18. Severability clause
Should any of these provisions of this agreement be or become unenforceable, or should its text be found to contain gaps or omissions, the remaining terms of this agreement shall be unaffected thereby. In such a case the contractual parties have to replace the unenforceable provision by one which approximates the economic intention of the unenforceable provision.

19. Jurisdiction / applicable law
In compliance with our choice, place of jurisdiction shall be either the registered seat of the supplier, Heilbronn, or the place of performance. The contract shall be governed by the law of Germany to the exclusion of the conflict of laws' provisions.