

## 1 General Provisions

**1.1** These General Terms and Conditions of Purchase of burster präzisionsmesstechnik gmbh & co kg apply exclusively.

We do not recognize any general terms and conditions of the contractor, including those covering matters not mentioned in our purchasing terms, unless we have expressly agreed to their validity in writing.

**1.2** We hereby expressly reject all terms and conditions of the supplier.

## 2 Conclusion and Amendment of the Contract

**2.1** Unless our orders expressly contain a binding period, we are bound by them for one week from the date of the order. Timely acceptance is determined by the receipt of a written declaration of acceptance by us.

**2.2** Oral agreements made after conclusion of the contract, as well as any kind of side agreements, require written confirmation by burster to be valid.

## 3 Delivery Time and Scope

**3.1** The delivery time stated in the order (delivery date or deadline) is binding. Early deliveries are not permitted. In the case of early delivery/performance, burster may, instead of rejecting the goods, store them until the agreed delivery date at the contractor's expense and risk. In the case of a delay or failure to meet the delivery terms (including location, type, and timing), the company has the right to cancel the order in whole or in part, procure substitute goods from third parties, and demand compensation from the seller for any resulting losses or damages.

**3.2** For orders with delivery schedules, the company has the right to change or extend them.

**3.3** The contractor is obligated to inform us immediately in writing if circumstances arise or become apparent that the agreed delivery time cannot be met. The occurrence of a delivery delay remains unaffected by this obligation.

**3.4** Strikes, lockouts, operational disruptions for which the contractor is responsible, and delivery delays on the part of the contractor's suppliers shall under no circumstances be considered force majeure excluding delay.

**3.5** Partial deliveries are permitted only if agreed with burster.

## 4 Place of Delivery, Transfer of Risk, Packaging

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**Amtsgericht/Register Court:** Mannheim HRA 530170

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**4.1** Unless otherwise agreed in writing, deliveries are made DDP agreed place of delivery (Incoterms 2010). The agreed place of delivery is the location specified in the order, or alternatively, the location of the purchasing department placing the order. Partial deliveries are only allowed with our approval.

**4.2** Each delivery must be accompanied by packing slips and delivery notes specifying the article number, quantity, and the corresponding burster order number.

## 5 Prices

**5.1** The prices stated in the order are binding. However, prices for goods not yet delivered may be adjusted if significant changes such as alterations in customs duties, taxes, currency crises, or other major developments make delivery at the original price unreasonable.

**5.2** Invoices must be issued separately for each order/delivery and must include the burster order number. They must be sent to the address specified by burster unless a different invoice address is indicated in the order. The contractor is responsible for any consequences resulting from failure to comply with this obligation.

**5.3** Payments will be made under the conditions specified in the order upon receipt of proper invoices and all ordered goods, provided they are free from defects. The payment periods begin at this time. Payment does not imply recognition of prices, terms, or the conformity of the delivered goods with the contract.

## 6 Liability for Material Defects

**6.1** burster is entitled to claim damages to the extent provided by law. If the contractor is responsible for a product defect, he is obliged to indemnify burster from any third-party damage claims upon first request, to the extent the cause lies within his control and organizational area and he is liable in the external relationship.

**6.2** The contractor must ensure that the goods to be delivered and services to be rendered do not violate any applicable national or international regulations, especially import and export regulations. All consequences of noncompliance with this provision shall be borne by the contractor.

## 7 Termination and Cancellations

**7.1** The company has the right to terminate the order to which these terms apply, in whole or in part, at any time and without giving any reason. A written notice to the seller is sufficient. In this case, all work on the order must be immediately suspended. The company will pay the seller a reasonable compensation for the work performed up to the point of termination. However, this compensation does not include any loss of profit or consequential damages.

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**7.2** The company is entitled to terminate the order at any time by giving written notice to the seller without notice period if:

- a) The seller commits a material breach of the terms of the contract
- b) An insolvency proceeding is initiated against the seller, the seller enters into an agreement or composition with its creditors, or otherwise benefits (formally or informally) from such an arrangement, or the seller enters into liquidation (voluntary or involuntary). The order can also be terminated if an insolvency administrator, manager, trustee, or provisional insolvency administrator is appointed for the seller's business or part of it. This also applies if documents are submitted to the court to appoint a trustee for the seller's business, or if the seller or its managers give notice of their intention to appoint a trustee. Another reason for termination would be if a court order is issued for the dissolution of the seller's business or the appointment of an insolvency administrator, or if insolvency proceedings are initiated;
- c) The seller ceases its business operations or threatens to do so;
- d) The seller's financial condition deteriorates to such an extent that, in the company's view, the seller's ability to fulfill its contractual obligations is seriously jeopardized.

**7.3** The termination of the order, regardless of the reason, does not affect the rights and obligations of the company that arose prior to the termination. Any provisions that expressly or implicitly continue to apply after the termination of the order remain enforceable and binding.

## 8 Assignment, Transfer of Orders to Third Parties

**8.1** If the contractor assigns his claims against burster to a third party without our prior written consent, the assignment is still effective. However, burster may choose to discharge its obligation either to the contractor or the third party.

**8.2** Transferring orders to third parties without the prior written consent of burster is not permitted and entitles burster to withdraw from the contract in whole or in part and to claim damages.

## 9 Provision of Materials/Documents and Tools – Confidentiality

**9.1** Documents or production tools of any kind (e.g., samples, drawings, models, tools, technical specifications, etc.) that burster provides to the contractor or pays for may only be used for deliveries to burster without prior written consent. burster retains ownership of such tools and documents. Copyrights and any other industrial property rights to documents provided to the contractor remain exclusively with burster.

**9.2** The documents or production tools mentioned above must be returned in proper condition upon request as soon as the order is fulfilled or it is clear that no order will be placed. Individual items and reproductions may not

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be retained. Upon request, the contractor must destroy any documents or tools paid for by burster and provide proof of destruction if required.

**9.3** The contractor is obliged to keep all received images, drawings, calculations, and other documents and information strictly confidential. Disclosure to third parties is only permitted with prior written consent from burster. This confidentiality obligation continues even after the fulfillment or other termination of this contract. Employees and subcontractors must be bound accordingly in writing.

## 10 Jurisdiction

**10.1** The law of the Federal Republic of Germany applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). The language of the contract is German.

**10.2** If the supplier is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction is 76593 Gernsbach.

## 11 Force Majeure

**11.1** The company reserves the right to modify the delivery or payment date, terminate the contract, or reduce the ordered quantity if it is hindered or delayed in performing its business activities due to events beyond its reasonable control. Such circumstances include, but are not limited to, force majeure, government actions, war, national emergencies, acts of terrorism, protests, riots, civil unrest, fire, explosions, floods, epidemics, lockouts, strikes, or other labor disputes (regardless of whether they affect the employees of either party), as well as delays or restrictions in transportation or difficulties in obtaining adequate or sufficient materials.

## 12 Compliance

**12.1** Der Verkäufer bestätigt, im Besitz sämtlicher gesetzlich erforderlicher Lizenzen, Genehmigungen, Zulassungen, Zustimmungen und Erlaubnisse zu sein, die notwendig sind, um die Pflichten aus der Bestellung ordnungsgemäß zu erfüllen, und verpflichtet sich, diese während der gesamten Vertragsdauer aufrechtzuerhalten.

Er hat sämtliche anwendbaren Export- und Importvorschriften aller Länder einzuhalten, die am Handel oder an der Lieferung der Waren im Rahmen dieser Bestellung beteiligt sind.

Für alle Lieferungen, die einer behördlichen Einfuhrabfertigung unterliegen, trägt der Verkäufer die alleinige Verantwortung und wird alle zumutbaren Maßnahmen ergreifen, um entstehende Zoll- und Abwicklungskosten so gering wie möglich zu halten.

Verstößt der Verkäufer gegen geltende Gesetze, behördliche Anordnungen oder sonstige Vorschriften und wird dem Käufer infolgedessen eine Geldbuße oder sonstige Kosten auferlegt, so hat der Verkäufer diese vollständig zu übernehmen bzw. den Käufer von entsprechenden Zahlungsverpflichtungen freizustellen.

**12.2** The supplier agrees to comply with all applicable anti-bribery laws, including relevant national and international regulations. The supplier guarantees not to offer or accept any unlawful payments or benefits in connection with this contract. In case of a breach, the buyer reserves the right to terminate the contract immediately and seek compensation for damages.

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## 13 General Clause

**13.1** The invalidity of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining clauses. If a provision is or becomes invalid, the contractual partners shall replace it with a valid provision that most closely reflects the economic and legal intent of the invalid one.

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