

General Terms and Conditions of Purchase

Version 1.0, Stand: 05.01.2020

1. validity of the General Terms and Conditions of Purchase, Definitions

All offers, deliveries and services to m.a.l. Effekt Technik GmbH - hereinafter referred to as m.a.l. - and the associated contracts shall be based exclusively on these terms and conditions. The contractor shall be bound by them. Deviating and/or supplementary terms and conditions of the contractor shall not be binding for m.a.l.. Only insofar as m.a.l. expressly confirms deviating agreements in writing shall these apply, but without effect for future transactions. Contradictory sales conditions on the part of the contractor shall not apply even if we do not expressly object in individual cases. By accepting our order, the contractor acknowledges these General Terms and Conditions of Purchase.

2. orders, invoicing, terms of payment

Orders placed by m.a.l. must be in writing. Telephone orders shall only be binding if m.a.l. confirms them in writing. Offers must correspond to m.a.l.'s specifications and shall be free of charge and non-binding for m.a.l..

m.a.l. shall be entitled to cancel orders free of charge in writing if the contractor does not confirm them in writing within 5 working days after receipt. Invoices shall be submitted separately from the delivery. The contractor must state the order number, the m.a.l. article number and the description of the article. Unless otherwise agreed, m.a.l. shall be entitled to deduct an amount of 3 % from the invoice total for payments within 14 days after complete delivery and receipt of the invoice. Complete delivery shall also include the handing over of ordered or customary installation instructions, operating instructions, maintenance instructions and other technical documents. Otherwise, m.a.l. shall pay within 30 days after complete delivery and receipt of invoice. In the case of services and construction work for which the contracting rules for construction work and the contracting rules for services have not been agreed, m.a.l. shall generally pay within 60 days of completion, acceptance, delivery of required drawings and certificates and receipt of the final invoice. Offsetting against the claims of m.a.l. as well as the exercise of rights of retention shall only be permissible with claims that have been legally established or acknowledged by m.a.l..

3. delivery, acceptance and contractual penalty

The agreed deadlines for deliveries are binding. If delays are to be expected, the contractor shall notify m.a.l. immediately. If the delivery period agreed upon at the time of conclusion of the contract is exceeded, m.a.l. reserves the right to withdraw from the contract, unless the contract is fulfilled within a grace period set by us. Insofar as the order contains a delivery date, this shall be a transaction for delivery by a fixed date. Insofar as the Contractor is obliged to deliver on call, the date stated in the call shall be deemed to be a binding delivery date in the sense of an absolute fixed transaction. Already at the time of the order, the Contractor undertakes to comply with the delivery date stated in the call-off. The contractor shall set up its procurement/production/supply chain accordingly. Timely delivery shall be ensured at all times. The contractor shall be obliged to notify m.a.l. immediately of any indication of a possible delay. The notification must contain a new binding delivery date. The contractor shall be liable for all damages resulting from a delayed delivery.

The m.a.l. shall be entitled to terminate the call-off agreement for cause if the contractor fails to meet a delivery date set for a partial delivery. If the delivery time is exceeded, m.a.l. may, at its discretion, accept the delivery or refuse acceptance or claim damages instead of performance. These rights shall be independent of any fault on the part of the contractor. In the event of a delay in delivery, m.a.l. shall be entitled to demand a flatrate default damage of 0.2 per cent of the net delivery value per calendar day, but not more than 10 per cent of the net invoice total. Advance, partial or excess deliveries which have not been agreed shall not be accepted. The contractor shall have the right to prove a lesser damage. The contractor shall be obliged to pay a contractual penalty in the event of late delivery. The contractual penalty shall amount to 0.2 per cent of the net order sum per working day. The contractual penalty shall amount to a maximum of 10 % of the net invoice amount. Further claims of m.a.l. shall remain unaffected.

4. shipping costs, packaging costs, transfer of risk

m.a.l. reserves the right to determine the shipping route and the shipping method as well as the means of transport and the type of packaging. The contractor shall bear the shipping and transport costs and the packaging costs. Deviating contractual provisions shall remain unaffected. m.a.l. hereby declares itself to be a waiver customer vis-à-vis the contractor on the basis of its own existing transport insurance. Insurance premiums of any kind may therefore not be charged to m.a.l..

5. price changes

The prices are fixed prices. Any change shall require the written consent of m.a.l. The prices shall include all expenses, deliveries free domicile, packaging, etc., in connection with deliveries to be made by the contractor. Subsequent price adjustments, e.g. as a result of exchange rate adjustments, price increases shall not be accepted by m.a.l..

6. industrial property rights of third parties, compliance with statutory provisions, indemnification against claims

The contractor shall be liable for ensuring that no patents or other industrial property rights of third parties in Germany or abroad are infringed by his delivery/service and its use. Insofar as the delivery or service performed by the contractor infringes the property rights of third parties, the contractor shall indemnify m.a.l. against claims of the holders of the rights. The contractor shall indemnify m.a.l. against product liability claims if the defect/defect is due to the contractor's performance. The contractor's deliveries shall comply with the relevant statutory provisions, directives of the European Parliament/Council and also the safety recommendations of the competent German trade associations (e.g. ZVEI, DIN, VDE, VDI, ElektroV, etc.). Compliance with the accident prevention regulations shall be the sole responsibility of the contractor. Deliveries must comply with environmental protection regulations, in particular the Ordinance on Hazardous Materials. Written disposal instructions etc. must be supplied if environmental protection regulations prescribe special disposal. In the event of a defect being detected, the contractor shall ensure batch tracing by means of labelling and archiving in the procurement/production/supply chain.

7. warranty

Acceptance shall be subject to inspection for correctness and quality status. In the case of deliveries of printed circuit boards, m.a.l. shall accept neither overdeliveries nor underdeliveries, unless expressly agreed otherwise. Overdeliveries shall be accepted by m.a.l. shall return overdeliveries at the expense of the contractor, unless otherwise agreed and confirmed by m.a.l. in writing. The contractor shall be liable for defects in the goods, irrespective of whether they become apparent immediately or only later, in accordance with the statutory provisions. In the event of defects, m.a.l. shall have the choice between subsequent improvement or subsequent delivery, irrespective of the legal nature of the contract concluded. The warranty period shall be at least 24 months. In all other respects the statutory provisions shall apply. In urgent cases, m.a.l. shall be entitled to have the defects remedied at the expense of the contractor or, if this is not possible due to special contractual deadlines, to obtain supplies from another supplier at the expense of the contractor. m.a.l. shall not be bound by any deadlines for the submission of complaints.

deadlines. This shall not apply to obvious defects. In the case of obvious defects, m.a.l. shall be entitled to notify the contractor of defects within 14 days. In the event of hidden defects, the contractor shall be obliged to reimburse any personnel or material costs incurred to no avail. m.a.l. shall not be obliged to prove that the personnel could have been employed otherwise.

8. samples, drawings

Samples, drawings, films, documents of any kind provided by m.a.l. to the contractor shall be the property of m.a.l. and shall be returned to m.a.l. without delay (i.e. within 3 days) and free of charge as soon as they are no longer required for the execution of the order. Products which have been manufactured on the basis of drafted documents or confidential information protected by m.a.l. as a rule may neither be offered nor supplied by the contractor to third parties. In case of infringement, m.a.l. shall assert claims for damages.

9. data protection

In accordance with § 26 of the Federal Data Protection Act (Bundesdatenschutzgesetz), the contractor is hereby informed that the data generated in connection with his business relationship with m.a.l. shall be stored for the purposes of business processing and also by other companies with which m.a.l. cooperates.

10. arbitrator, arbitral tribunal

For all disputes that are directed towards the clarification of factual questions in connection with this contract, m.a.l. may first bring about the decision of an arbitrator. For this purpose the contracting parties shall agree on an arbitrator within 6 weeks after one of the contracting parties has declared in writing that the negotiations have failed and has demanded clarification by an arbitrator's report. If no agreement is reached on an arbitrator, each contracting party shall have the right to bring about an arbitration decision. The arbitrator shall prepare the expert report within a period of 120 days. Under special circumstances, the period may be reasonably extended. The expert's report shall be binding on the parties to the contract.

All disputes arising out of or in connection with this contract or its validity may be settled by arbitration in accordance with the Arbitration Rules of the German Institution of Arbitration (Deutsche Institution für Schiedsgerichtsbarkeit e. V.) in the version valid at the time of conclusion of the contract. shall be finally settled to the exclusion of the ordinary courts of law. The arbitral tribunal shall consist of one arbitrator. The place of arbitration shall be Bebra. The language of the arbitration proceedings shall be German. All decisions of the arbitral tribunal shall

be governed by German law with the exception of those provisions which lead to the applicability of another national legal system. The arbitral tribunal shall not be entitled to order provisional or protective measures pursuant to § 20.1 of the DIS Arbitration Rules. The written form shall also be complied with by fax. The m.a.l. reserves the right to assert claims before the ordinary courts. m.a.l. shall be obliged to make a binding declaration immediately after becoming aware of a claim or assertion of a claim by the Contractor as to whether the dispute is to be settled before an arbitration court or before the ordinary courts.

11. place of performance, place of jurisdiction, export restriction, Other

Place of performance shall be Bebra. All contractual relations shall be governed by German law including the UN Convention on contracts for the International Sale of Goods but excluding private international law. The place of jurisdiction for all claims between m.a.l. and the contractor shall be Bebra. The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remaining provisions. An invalid provision shall be replaced by a valid provision which comes as close as possible to its economic content.

m.al. Effekt Technik GmbH

- Management -

- Purchasing Management -