

Terms and Conditions of Purchase

Simon Hegele Gesellschaft für Logistik und Service mbH, hereinafter referred to as "Simon Hegele" (dated May 2020)

1. Scope of application

1.1. These terms and conditions of purchase are the basis of all orders from Simon Hegele for deliveries and services. They shall also apply to framework agreements and orders/calls made on the basis of such framework agreements.

1.2. General terms and conditions of the supplier do not apply. This also applies if Simon Hegele accepts deliveries and services from the supplier without express objection to the supplier's general terms and conditions. The recognition of these requires the prior written consent of Simon Hegele.

2. Offers, conclusion of contract

2.1 The preparation of offers or the preparation of cost estimates by the supplier is free of charge for Simon Hegele. This shall also apply in the case of inspections, planning or other services which the supplier provides for the preparation or adaptation of offers or cost estimates.

2.2 Orders require an order confirmation by the supplier with identical contents, unless they confirm a legally valid offer with identical contents. The confirmation must contain the Simon Hegele order number and other order details referred to in the order.

2.3 The order is made in writing and requires a written order confirmation within 3 working days. If we have not received a communication from you within this period, we will assume that you agree to our order and the terms, dates and other conditions stated therein. The written form shall be deemed to be equivalent to contractual documents submitted/sent by fax and/or e-mail. Oral agreements must be confirmed in writing.

2.4 If the supplier does not adhere to a deadline for the acceptance of the order, Simon Hegele is no longer bound to the order. This shall also apply if the statutory binding period for the order has expired.

2.5 If the supplier makes changes or additions to an order, these only become legally effective if Simon Hegele subsequently confirms them in writing.

3. Confidentiality

The supplier undertakes to keep secret all internal company information, documents, know-how or business projects of Simon Hegele which become known to it through the contractual cooperation with Simon Hegele. They are considered a trade secret. The obligation continues to exist after the contract has been processed, as long as these are not made publicly available by Simon Hegele. The supplier may only make them known or pass them on to third parties with the express written consent of Simon Hegele. For the rest, the supplier commits itself towards Simon Hegele to adhere to the legal requirements of the law for the protection of business secrets (GeschGehG).

4. Data protection

4.1 Simon Hegele is entitled, in accordance with the legal provisions of the EU General Data Protection Regulation and the German Data Protection Act, to store and process data obtained in connection with business transactions, especially personal data. For more information on data protection, see the data protection declaration at <https://www.simon-hegele.com/en/privacy-policy>

4.2 The supplier has the obligation to use the personal data made available/known to it by Simon Hegele for the purpose of communication within the framework of the business relationship exclusively for the intended purpose and to adhere to the provisions of the EU General Data Protection Regulation and the German Data Protection Act.

5. Provision of materials, tools, reservation of title

5.1 Simon Hegele reserves the ownership and, as the owner of the property rights, the corresponding rights to the information, illustrations, drawings, calculations and other documents provided to the supplier for execution - also in electronic form. This also applies to models, templates, samples, tools, devices and other objects (provisions) made available to the supplier by Simon Hegele. If third parties are owners of property rights, their rights remain unaffected.

5.2 The supplier is not entitled, without the written consent of Simon Hegele or the other entitled parties, to make available to third parties the tools made available to it by Simon Hegele, as well as the contractually agreed tools manufactured for Simon Hegele or copyrighted documents made available to it, or to use them for purposes other than the contractual purposes.

5.3 Simon Hegele objects to the supplier's retention of title regulations and declarations that go beyond the simple retention of title.

6. Time limits and deadlines

6.1 The supplier must meet the agreed dates and deadlines. In the case of deliveries, they refer in principle to the receipt of the goods at the receiving point specified in the order. If the declaration of acceptance by the customer is provided or agreed by law, dates or periods refer to the time and place of acceptance. If, in exceptional cases, a delivery is made "ex works", the supplier will make the goods available for collection at the named location in good time and will inform Simon Hegele of the readiness for collection.

6.2 The supplier will inform Simon Hegele immediately if delays in delivery become apparent to it, and will inform Simon Hegele about the expected duration of the delay and its circumstances. This does not release it from its responsibility in case of default.

6.3 In the event of delay, Simon Hegele is entitled to assert the legal claims against the supplier, in particular the damage caused by the delay or compensation instead of the performance, if the conditions are fulfilled, or to declare the withdrawal from the contract in whole or in part, if a reasonable grace period has elapsed without success or if this was dispensable. The compensation instead of performance also includes the additional expenses arising from covering purchases.

6.4 If the supplier repeatedly defaults on orders or call-offs with the delivery or service when a contract exists, Simon Hegele has the right, after prior warning, to terminate the contract with immediate effect in addition to the other claims.

7. Details of delivery, partial deliveries, excess or short deliveries

7.1 The supplier must pack, mark and dispatch the delivery in accordance with the requirements of the relevant legal regulations, in particular in the case of foreign trade relevance and taking into account the mode and route of transport. If rules of origin according to EU preferential agreements have to be fulfilled for the delivery, the supplier will provide the corresponding preference certificates, such as declaration of origin or movement certificate. Otherwise, the supplier shall inform us of the non-preferential origin of goods supplied.

7.2 In particular, the supplier is obliged to check the deliveries of goods for compliance with the respective current RoHS EU Directive on the use/prohibition or restriction of certain hazardous substances and to submit a written declaration of conformity at our request.

7.3 If the EU REACH Regulation applies to the delivery or components thereof, the respective substances

must be pre-registered, registered or approved and other requirements from this Regulation, such as the submission of a safety data sheet, must be fulfilled. This must be submitted with the invoice at the latest and is a precondition for further checks and the due date of payments.

7.4 Machines, devices or systems for which a CE marking is prescribed by mandatory directives must meet the necessary requirements under EU law and all current implementation regulations and standards. In particular, the risk analyses required by the relevant guidelines must be carried out and the documentation must be provided by the supplier.

7.5 Partial deliveries are only permitted in exceptional cases and require the prior consent of Simon Hegele. Any additional transport costs arising from this shall be borne by the supplier.

In such cases, payment claims are not due before the complete delivery owed has been made.

7.6 Excess or short deliveries must be agreed in writing in advance. If Simon Hegele does not give its consent, Simon Hegele can reject short deliveries as defective. Excess deliveries must be taken back immediately by the supplier on request or can be stored at the supplier's expense.

8. Prices, payment, terms of payment

8.1 Agreed prices are fixed prices and are valid for deliveries "free domicile" including packaging to the place of receipt specified in the order. In this case, the supplier must also bear all ancillary costs incurred, in particular transport and insurance costs, until the goods are brought to the place of receipt. Insofar as transport is carried out at the expense of Simon Hegele, the supplier must observe Simon Hegele's shipping instructions and ship at economic costs.

8.2 Payments shall be made within 14 days with 3% discount or within 45 days net, calculated from receipt of invoice, but not before complete delivery or acceptance free of defects, if such is provided or agreed by law. In any case, the beginning of the payment period requires the receipt of a proper and verifiable invoice.

8.3 Payments do not constitute recognition of the deliveries or services as being in accordance with the contract. Simon Hegele is entitled to rights of set-off and retention to the extent permitted by law.

8.4 Without the prior written consent of Simon Hegele, the supplier is not entitled to assign his claims against Simon Hegele to third parties or to have them collected by third parties, unless these are recognized or legally established.

9. Transfer of risk, notification of defects

9.1 The transfer of risk shall take place upon arrival of the goods at the place of receipt specified in the order. The risk is only transferred to Simon Hegele upon arrival at the named place. If the declaration of acceptance is provided for by law or contractually

agreed, the transfer of risk will only take place upon acceptance by Simon Hegele.

9.2. For contracts where the commercial obligation to inspect and give notice of defects applies, Simon Hegele will inspect the delivered goods for transport damage and obvious defects within a period of 5 days of delivery on a random sample basis and report any defects discovered or hidden defects discovered at a later date within 14 days of discovery.

10. Rights in case of defects

10.1. The Supplier shall be responsible for the faultless provision of the deliveries/services owed as well as compliance with guarantees assumed. Statutory provisions and regulations on product safety, environmental protection regulations and other requirements for the composition of products and the materials to be used must be complied with, as must the safety regulations of professional associations, recognized rules of technology and safety engineering.

10.2. Simon Hegele is entitled, within the framework of the statutory provisions on claims for defects, to demand free supplementary performance through remedy of defects, delivery of a defect-free item or new production, as well as, if the statutory requirements are fulfilled, compensation for damages caused by defects. The supplier is obliged to bear the costs of removal and installation, should a delivered product prove to be defective after installation by Simon Hegele.

10.3. If the supplier refuses to carry out the supplementary performance owed, or if it remains unsuccessful, although a reasonable period of grace has been set, or if such a period of grace was not required by law, Simon Hegele is entitled to demand a reduction. Insofar as this is legally permissible, Simon Hegele can withdraw from the contract in whole or in part or demand compensation for damages instead of performance.

10.4. In urgent cases, Simon Hegele can, in order to avoid disproportionately high damages, if this is unavoidable and the supplier could not be reached or is in default with the supplementary performance, remedy defects to the necessary extent itself or through third parties

and demand compensation from the supplier for the costs arising from this.

10.5. The limitation period for material defects is 36 months, for defects of title 48 months, unless a longer period is provided for by law. The period shall in any case commence upon delivery or acceptance, if such is provided for or agreed by law.

11. Rights of use, third-party property rights

11.1. The supplier ensures that the deliveries and services are free from the rights of third parties, and that Simon Hegele can use them for the contractually agreed purposes or for the purposes specified by the supplier or manufacturer.

11.2. The supplier must indemnify Simon Hegele from claims of third parties due to domestic infringements of industrial property rights and reimburse Simon Hegele for all expenses which arise due to claims by third parties, if these are based on a culpable breach

of duty by it or its vicarious agents. As far as possible, the supplier must acquire from holders of property rights, at its own expense, the rights which enable Simon Hegele to use them in accordance with the contract. Simon Hegele will not make any promises, make any settlements or make any other agreements with claimants without consultation with the supplier.

12. External company management

12.1. The supplier is obliged to comply with all regulations, which Simon Hegele is provided or given at the respective location when carrying out services, with regard to work safety, environmental protection, entering and driving on the factory premises, identification requirements and the like. It must instruct its employees accordingly. Irrespective of the foregoing, the supplier shall actively inform itself about existing regulations for external companies before the start of the execution. Corresponding information sheets are available from the plant security at the entrance to the plant premises.

12.2. The supplier must ensure that the employees deployed by it or its sub-contractors for the execution of contracts with Simon Hegele receive the respective statutory minimum wage or, if the deployment of these employees falls within the scope of application of a European or other deployment law of another country and/or the German law on the posting of workers (AEntG), the respective prescribed working conditions, depending on their duration of deployment.

12.3. The supplier must also fulfil other collective bargaining and legal obligations to pay contributions to social insurance carriers, trade associations and other institutions and, in the case of sub-contractors employed by it, must ensure by means of evidence that the respective current requirements resulting from such obligations are complied with.

12.4. If justified claims are made against Simon Hegele as a result of the non-compliance of the supplier's obligations according to Clause 12.3, the supplier must indemnify Simon Hegele against these claims, or compensate Simon Hegele for the resulting damage.

12.5. Any form of illegal employment or assignment that results in illegal employment shall be prohibited.

13. Product liability, other liability, insurance

13.1. The supplier is subject to the legal provisions on non-contractual product liability and must provide Simon Hegele, insofar as it is not the "manufacturer" in the sense of these provisions, with the necessary information to determine the manufacturer in the case of product liability.

13.2. Within the framework of its liability, the supplier is also obliged in product liability cases to reimburse Simon Hegele for costs for measures which are carried out to an appropriate and intended extent in order to prevent product liability damage. Simon Hegele will not take such measures without involving the supplier.

13.3. Unless otherwise provided for in these terms and

conditions of purchase, the statutory provisions shall apply to any liability of the supplier on other legal grounds.

13.4. The supplier must set up insurance cover appropriate to the contractual risks and, on request, provide Simon Hegele with proof of the conclusion of such insurance cover and the payment of the insurance premium.

14. Force majeure

If external events occur after the conclusion of the contract, which could not be foreseen and could not be prevented by Simon Hegele, and which hinder the execution of the contract, Simon Hegele is entitled to postpone agreed dates by the duration of the hindrance, provided that Simon Hegele is not responsible for the hindrance. If such hindrances continue for a period of more than three months, each contracting party shall be entitled to withdraw from the contract in whole or in part or, in the case of a continuing obligation, to terminate the contract with immediate effect. The declaration must be made in writing.

15. Place of performance

The place of performance is the place of receipt specified in the order or the place of acceptance, if such is agreed or provided for by law

16. Place of jurisdiction, applicable law

16.1 The place of jurisdiction is the court responsible for the business location of Simon Hegele. However, Simon Hegele is also entitled to sue the supplier at its general place of jurisdiction.

16.2 The law of the Federal Republic of Germany applies exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG; UN Sales Convention) is excluded.