

## § 1 Scope

1. Manz Terms & Conditions apply exclusively; contrary conditions or general terms of business of the Contractor which deviate from these conditions are not accepted unless Manz has accepted such conditions in the particular case.
2. They will not be accepted even if Manz has not expressly rejected them on receipt or if the delivery has been accepted and/or the goods paid for.
3. These terms apply for the procurement of services and goods. Instead of the receipt the physical delivery of the goods, in case of services Manz uses the receipt of the services instead.

## § 2 Order placement and technical data

1. Orders must be placed in writing. The Contractor is obliged to accept or refuse Manz order in writing within 3 working days.
2. If Manz provides CAD data plus paper drawings, in doubt the paper drawing is binding.

## § 3 Delivery deadlines and transfer of risk

1. The date for delivery or execution stated in the purchase order is relevant. This date is the arrival date at the defined destination. A different delivery date needs the approval from Manz.
2. Manz is not obliged to accept partial deliveries and/or advance deliveries.
3. The Contractor is obliged to inform Manz immediately in writing, stating the reasons and the expected length of the delay, if circumstances arise or come to his attention whereby it appears that the agreed delivery or execution date cannot be adhered to.
4. If delivery is delayed Manz is entitled to demand a contractual penalty in the amount of 0.5% of the value of the delivery per complete week, subject to a maximum of 5% of the total value of the delivery. Manz is entitled to demand a contractual penalty in addition to fulfillment of the contract. Manz undertakes to declare the reservation of the contractual penalty to the Contractor within 10 working days at the latest, counting from the receipt of the delayed delivery. Further claims and rights are reserved.
5. The place of performance is the residence of Manz. Unless otherwise agreed in writing, goods are delivered DDP "Manz site" according ICC - INCOTERMS® 2010. The contractor has to apply the Manz standards for transport, packing and delivery. These delivery standards can be found under <http://manz.com/company/sourcing>.
6. Frame contracts can be modified by Manz. Product specifications can be changed after fair adjustment of price and/or delivery date by the Contractor. The Contractor has the right to order material for 6 months in advance and produce finished goods for 3 months in advance (the total quantity/duration in months is the basis). There is no further obligation to accept deliveries or to pay compensation.

## § 4 Remuneration and conditions of payment

1. The price stated in the order is binding. It includes all services and secondary services, where not paid for separately, required for the complete execution of the works to be carried out, such as costs of auxiliary materials, freight, customs duties, packaging materials and their collection, transportation to the place of use specified by Manz and all expenses relating to the execution of erecting and installation works on a turnkey basis. Deviations, e.g. particular difficulties or the delivery of goods/services on Sundays and public holidays necessitating higher remuneration shall be agreed separately prior to order acceptance.
2. Invoices shall be prepared quoting the order details (contract order number).
3. Payments are effected by Manz within 14 days less a discount of 3% or at 60 days net. The period allowed for payment begins at the earliest upon receipt of the invoice, but not before receipt of the goods or before installation or erection.
4. To assign entitlements and to transfer the recovery of entitlements against Manz, the Contractor requires Manz prior written consent.
5. Balancing is permitted only in connection with counterclaims not disputed by Manz and claims that have been finally adjudicated.

## § 5 Liability for defects

1. Incoming goods are inspected by Manz only for obvious defects, transport damage, completeness and the identity of the goods. Manz will notify such defects within a reasonable period. Manz reserves the right to carry out a more detailed incoming goods check. Manz will subsequently notify defects as soon as they come to light in the ordinary course of business. The Contractor waives any objection on the grounds of late notification of defects.
2. The Contractor is obliged to carry out quality control during the production process and to perform outgoing goods inspections, and must therefore examine all deliveries thoroughly with regard to quality.

3. Unless otherwise agreed, the warranty period shall be 36 months as of the handover of the final device to the end-customer.. Manz is entitled to lodge statutory defect claims without restriction; Manz is in all cases entitled to demand that the Contractor rectify defects or supply new goods at Manz discretion. Manz expressly reserves the right to claim compensation of damages, particularly compensation in lieu of performance.
4. For the purpose of averting an imminent risk of substantial losses, Manz itself may also remedy the defect, has it remedied or obtain a substitute at the Contractor's expense without warning the Contractor or setting a deadline, if, due to particular urgency, it is no longer possible to notify the Contractor of the defect and the imminent loss and give the Contractor the opportunity to remedy the defect.
5. If Manz is doing the repair work, the costs will be invoiced to the Contractor. These costs comprise next to a fixed amount the labour and material costs without an overhead surcharge.
6. If a serial quality error appears within the warranty period, the contractor has to bear the costs for a service or repair activity for all parts from this batch. A serial error is present if at least 33% of the delivered parts of one sort or batch show the same defect, unless the Contractor is not responsible for this defect. This term is not valid for all service or spare parts and also not for errors which fall under the terms of the product liability law.

### **§ 6 Liability; product liability; proprietary rights of third parties**

1. Claims for compensation of damages – on whatever legal grounds – can be lodged against Manz only in the case of deliberate intent or gross negligence. This does not apply to the infringement of significant contractual obligations or claims arising from product liability or to culpably inflicted death or injury to body and health.
2. If claims are brought against Manz by third parties for loss or damage caused by a product the Contractor shall be obliged, to indemnify Manz against such claims, in so far as he bears legal liability for such damages in relation to third parties. Within the framework of his liability for damages within the meaning of the previous sentence, the Contractor is also obliged to reimburse any costs arising from or in connection with a recall campaign carried out by Manz. The Contractor will – in so far as possible and reasonable – be advised of the content and scope of the recall measures to be carried out and he will be given the opportunity to comment. Other statutory rights remain unaffected. The Contractor undertakes, at least for the duration of the limitation period, to maintain product liability insurance covering any product liability claims and any defect claims with lump sum cover of at least € 5 million per instance of personal injury/damage to property, and to show Manz evidence of such insurance on request; the foregoing is without prejudice to Manz right to lodge further claims for compensation.
3. The Contractor indemnifies Manz against claims of third parties due to any breach of proprietary rights such as patents, copyright or trademarks, where the damage is caused through the fault of the Contractor or his subcontractors or agents. The contracting parties shall immediately inform one another if claims are brought against them due to a breach of proprietary rights.

### **§ 7 Safety and environmental protection**

1. All supplied goods and services must satisfy the laws, regulations and other requirements to which Manz is subject to. The Contractor is obliged to execute the order in such a way that the regulations concerning environmental protection, accident prevention and health and safety in the workplace (including the rules of the German Employers' Liability Insurance Association) as well as the generally recognized rules on safety and occupational medicine are observed.
2. The Contractor undertakes, at Manz request, to provide Manz free of charge with samples of the materials/means used by him for the purposes of inspection. The costs of this inspection shall be borne by the Contractor if it transpires that the materials/means used by him do not satisfy the contract conditions. Manz reserves the right to claim compensation for damages.

### **§ 8 Dangerous and notifiable substances**

If the goods to be delivered are dangerous substances within the meaning of the Chemicals Act, the statutory safety data sheets pursuant to Directive 91/155/EEC must be enclosed with the consignment. Where these data are revised, the Contractor must immediately send Manz the amended version unbidden.

### **§ 9 Secrecy**

1. Both parties are obliged to keep all, as secret indicated, information for an unlimited time secret. This means that the information shall not be stored, used or passed on if this is not necessary for the business process.
2. Both parties will make sure with means of contractual agreements with his employees and subcontractors, that also these parties will not store, use or pass on this information if not necessary for the business process.
3. The contractor can mention the business relationship to Manz in his advertisements only, if Manz agreed to this in writing.

### § 10 Means of production (models, samples, tools, etc)

1. Where means of production are wholly or partially paid for by the Client, the Contractor transfers ownership thereof to the Client. The transfer is replaced by a loan arrangement which is hereby agreed and under which the Contractor is granted possession of the means of production until such time as the arrangement is revoked.
2. The costs of care, maintenance and partial renewal of the means of production are borne by the Contractor.
3. These means of production may only be modified with the Client's prior written consent. They must be kept separately and the Client's ownership thereof must be clearly marked on the means of production themselves and in the business records of the Contractor. They may not be used for the Contractor's own purposes or be made available to third parties. The Contractor shall insure the means of production at his own expense for their new price against fire, mains water, storm, hail, theft and vandalism.
4. Save as otherwise agreed and unless the Contractor still has current orders to complete, the Client may demand that the means of production be handed over at any time. The Contractor has no right of retention.

### § 11 Spare part delivery

1. The contractor is obliged to delivery spare parts for a period of at least 10 years after the last shipment.
2. If components of a sub-supplier will be discontinued, Manz has to be informed. Manz is given the option to place a last-time-buy at the contractor with 3 months notice period.

### § 12 Anti-corruption clause and Global Compact initiative

1. The contractor and Manz are obliged to take all necessary actions to avoid corruption. In particular the contractor has to make sure by organizational means and instruction of his employees, that neither the contractor nor his employees
  - a. take illegal actions,
  - b. offer grants or other advantages to Manz employees or
  - c. encourage or support other people to these actions.
2. In one of these cases, Manz has the option to cancel all open orders and contracts without notice and ban the contractor from future orders.
3. The contractor is committed to apply the relevant laws in regard to his employees, environmental protection and work safety and to work on improving to limit the negative effects on people and environment. Further, the contractor will follow the principles of the Global Compact Initiative of the UN. These relate mainly to the international human rights, the right to tariff negotiations, the abolishment of forced labor and child labor, the elimination of discrimination during employment, the responsibility for the environment and the prevention of corruption. Further information regarding the Global Compact Initiative of the UN can be found under [www.unglobalcompact.org](http://www.unglobalcompact.org).

### §13 Documentation

The contractor will provide to Manz a complete set of digital documentation (if applicable: instruction manual, maintenance plan, drawings, data sheets or spare parts lists) at least in German and English language.

### § 14 Place of performance; court of jurisdiction and applicable law; severability

1. This contract contains all agreements made between the parties for the purpose of executing this contract. No additional verbal agreements exist. Amendments or additions to this contract – including changes to this written-form clause – must be made in writing.
2. Save as otherwise indicated in the order, the place of performance for all rights and obligations arising from the contractual relationship is Manz place of business.
3. The competent court for any legal disputes arising from the contractual relationship or concerning its origin and validity is that with jurisdiction over Manz place of business; Manz is however entitled to institute proceedings against the Contractor at the court of his domicile.
4. All legal relations between the parties are governed exclusively by the laws of the country in which the Client's registered office is located. The provisions of the Vienna UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Law) are excluded.
5. If individual parts of these Conditions of Purchase are invalid, the contract and its other provisions shall nevertheless continue to apply.