

§ 1 General - Scope

1. All contracts of VITRONIC Dr.-Ing. Stein Bildverarbeitungssysteme GmbH ("VITRONIC" or "we") regarding the delivery of products are exclusively governed by these Terms and Conditions of Purchase. We do not accept any Supplier terms and conditions varying from our Terms and Conditions of Sale, except if we expressly agree to them in writing. Our Terms and Conditions of Sale also apply if we perform the Customer's delivery without reservations even if we are aware of Customer terms and conditions varying from our Terms and Conditions.
2. Our Terms and Conditions of Purchase only apply to entrepreneurs in the sense of Section 14 (1) of the German Civil Code (BGB).
3. Our Terms and Conditions of Purchase apply in their newest version and also for all subsequent transactions even if we do not expressly mention or agree them again when concluding them.

§ 2 Contract - Contract documents

1. Our Purchase department exclusively makes legally binding statements. Agreements with other departments must be approved by the Purchase department in writing in order to be binding.
2. The Supplier must instantly confirm an order based on the Supplier's offer.
3. The Supplier shall accept or reject our orders placed without a prior Supplier offer within 6 working days.
4. In order to confirm the order, the Supplier shall duly sign and return a copy of the order. If the order confirmation differs from the order, this must be clearly shown (e.g. special marking) and we must be contacted immediately. The Supplier's changes compared to our order are only effective if we confirm this in writing.
5. We shall retain ownership, copyright and other intellectual property rights to figures, drawings, calculations and other documents. Third parties may not have access to these documents without our prior approval. They shall be exclusively used to carry out the order and, if we request this, they must be returned to us immediately and at the latest after the order has been completed.

§ 3 Prices - Payment terms

1. The price shown in the order is a fixed price including transport and packaging plus statutory VAT.
2. The Supplier shall be responsible for all customs duties, taxes, deductions and costs relating to the import.
3. We can only process invoices if they include the order number and other details shown in our order in accordance with the details in our order.
4. We shall make a payment within 14 days of receiving the delivery and invoice with a 3% discount or net within 30 days after receiving the delivery and invoice.
5. We shall be entitled to set off and retention rights to the statutory extent.
6. The Supplier is not entitled to transfer claims against us or to commission third parties to collect them.
7. The Supplier is only entitled to set off claims against us or to apply a right of retention if and to the extent that his claims are undisputed or that a counterclaim has been confirmed legally.

§ 4 Delivery

1. Delivery must be "carriage paid".
2. The deadlines, periods and/or delivery times (jointly called "delivery times") are binding. The Supplier undertakes to inform us immediately in writing if he becomes aware of circumstances, which might result in these delivery times not being met. This notice does not extend the agreed delivery period.
3. In the case of a delivery delay, we shall be entitled to legal claims. In particular, we are entitled, after the unsuccessful expiry of a reasonable period, to claim compensation in place of performance or withdrawal. If we demand compensation, the Supplier shall be entitled to show that he is not responsible for the violation of the duty. Acceptance of a delayed delivery without reservations does not signify a renouncement of compensation claims to which we are entitled due to the delayed delivery.
4. Early (partial) deliveries require our prior written approval.
5. We take out and maintain transport insurance.
6. The Supplier shall add all delivery documents required for delivery. In particular, the delivery documents shall include the delivery address, order numbers and all other information relevant to the delivery. Any faulty or incomplete delivery documents entitle us to refuse acceptance.

§ 5 Receiving inspection - Checking for defects - Liability for defects

1. To the extent that, according to Section 377 of the Commercial Code (HGB), we are responsible for the check and to notify of the defect, we shall check the products within a reasonable period after receiving them for potentially visible quality and quantity differences and for externally noticeable transport damages. The complaint is deemed to be timely if it is received by the Supplier within a period of 14 working days from the receipt of the products or, in the case of hidden defects, from discovery.

2. The Supplier warrants that in every respect, the delivered products meet the newest level of technology, the agreed proper-ties/specifications and the applicable legal requirements of the state in which the product is manufactured, stored or from which it originates or where it is used.
3. We shall be entitled to the legal defect claims without restrictions. In any case, we are entitled to demand the Supplier to remove the defect or deliver a new item at our option. This shall exclusively not affect the right to claim compensation, in particular compensation instead of performance. The Supplier shall be liable for his representatives and sub-contractors to the same extent as for himself.
4. We are entitled to repair the item ourselves at the Supplier's cost if there is a risk of delays or in the case of special urgency.
5. The limitation period shall be 24 months from the transfer of risk. This does not apply to the extent that the law states longer periods.
6. A payment on our part does not mean that we accept the delivery as meeting the contract requirements or being free of defects. Our approval of technical documents and/or calculations made by the Supplier does not affect his liability for defects.
7. In all other cases, the Supplier shall be liable according to the legal requirements without restrictions to this liability in terms of reason or amount.

§ 6 Product liability and indemnity insurance

1. The Supplier shall indemnify us from any liability against third parties or liability claims by third parties due to the manufacture, delivery or storage of the products (product liability) to the extent that he is responsible for the defect causing the liability. If we are obligated to carry out a re-call and/or service action due to a product delivered as faulty, the Supplier shall be liable for all related costs. This shall not affect any further legal claims.
2. The Supplier undertakes to maintain product liability insurance with a coverage amount of EUR 10 million per personal/material damage - flat amount - for the period of the relevant contract, i.e. up to the expiry date of the defect limitation period. An insurance of this kind must also cover the companies affiliated to the Supplier to the extent that these are involved in the contractual service.
3. The Supplier undertakes to inform us immediately of any actions taken or claims asserted against him and to provide us with all documents relating to this if we request this.

§ 7 Property rights

1. The Supplier warrants that all delivered products are free from third-party property rights and that their use does not violate any patents, licenses or other third-party property rights.
2. If third-party rights are violated in the context of the Supplier's delivery and if a third party asserts claims as a result, the Supplier is obligated to indemnify us from these claims when first requested to do so. We are entitled to obtain the right to use the relevant delivery from the entitled person at the Supplier's expense. We shall inform the Supplier of this beforehand.
3. The Supplier's indemnification duty relates to all expenses, which necessarily result for us from or in the context of use by a third party.
4. The limitation period shall be ten years from the contract conclusion.

§ 8 Retention of ownership of provisions and tools - Confidentiality

1. Materials or parts provided by us remain our property. These may only be used as intended. Materials are processed and parts are combined for us. The parties agree that we shall have co-ownership of the products manufactured based on our materials and parts according to the value of our provision in proportion to the overall value of the final product. The Supplier shall safeguard these products for us to this extent.
2. We retain ownership of tools and/or models belonging to us. The Supplier undertakes to label tools and/or models belonging to us accordingly and to exclusively use these to manufacture the products ordered by us.

3. The Supplier undertakes to keep all figures, drawings, calculations and other documents and information (jointly called "confidential information") strictly confidential. This may only be disclosed to third parties with our prior written approval. This confidentiality duty also applies after the end of the contract without restrictions. It ceases to apply if and to the extent that confidential information becomes generally known without this being due to the Supplier.

§ 9 Risk of non-performance

If the Supplier's economic situation deteriorates during the period of the order such that this seriously endangers the performance of the contract, if he ceases to make payments (even temporarily), if he files for insolvency, if insolvency proceedings are opened or if they are rejected due to insufficient assets, we are entitled to withdraw from the contract for the part, which was not performed. We are entitled to withdraw fully to the extent that partial performance is not of interest to us.

§ 10 Foreign trade legislation and Supplier details

1. The Supplier shall provide the following details in his offers and order confirmations: (i) details as to whether the delivery item may be exported and the relevant list position number according to German export law; (ii) details as to a possible recognition of his product according to the US Commercial Control List (US-CCL) and the relevant list number; (iii) details as to whether the ordered goods may be exported according to the valid EC Dual Use Ordinance and the relevant list position number; (iv) statistical goods number; (v) country of origin of the goods. In the case of deliveries intended for other countries according to our notices, the Supplier shall inform us as to which export restrictions apply according to German and/or EC law and/or according to the foreign trade legislation of the relevant state. If the potentially required export approval is not given, we expressly retain the right to withdraw from the contract.

2. The Supplier shall adhere to any existing material prohibitions resulting from the legal norms.

3. The Supplier undertakes to declare to us the materials contained in his products (naming the relevant CAS (Chemical Abstracts Service) numbers and weight proportions in the homogeneous ingredient), to the extent that these materials are listed in one of the following legal norms:

- REACH (EC Regulation 1907/2006)
- Prohibited Chemicals Ordinance (ChemVerbotsV)
- Electrical and Electronic Equipment Act (ElektroG)
- Directive 2012/19/EC (WEEE)
- Chemicals Ozone Layer Ordinance (ChemOzonSchichtV)
- Batteries Act (BattG)

4. The supplier has to confirm the origin of the goods free of charge and in compliance with the legal provisions, e. g. by means of a supplier declaration, declaration of origin or EUR1.
The supplier declaration issued by the Supplier must indicate the originating status of the goods according to the valid rules of the destination country, which will be notified by us. The Supplier is liable for incorrect information in the supplier declaration.

§ 11 CE marking

Products which are subject to one or more EU Directives due to their nature or quality have to be provided with a CE marking. All goods that are subject to CE marking must be appropriately labeled in accordance with the applicable EU law.

They must be accompanied by all documents required for marking. Relevant EU-Directives within this context may be amongst others:

- Directive 2014/30/EU Electromagnetic Compatibility Directive (EMCD)
- Directive 2014/35/EU Low Voltage Directive (LVD)
- Directive 2014/53/EU Radio Equipment Directive (RED)
- Directive 2011/65/EU Restriction of Hazardous Substances Directive (RoHS) / (ElektroStoffV)

This list is not exhaustive.

§ 12 Technical documentation

1. The delivery of the technical documentation and of all required logs must be a component of the main delivery. This shall only be deemed fulfilled when the delivery is complete. The technical documentation shall be delivered in paper format or as a CD unless agreed otherwise.

2. The technical documentation must generally comply with the recognized rules of engineering. If a machine is involved, the technical documentation must be created according to the EC Machinery Directive (2006/42/EC).

3. The instructions for use are to be created according to EN 82079-1.

§ 13 Replacement parts

1. The Supplier undertakes to keep replacement parts for the products delivered to us for a period of at least 10 years after the delivery.

2. If the Supplier intends to cease production of the replacement parts for the products delivered to us, he shall inform us of this immediately after his decision to cease production. This decision must be made at least 3 months before ceasing production - subject to Art. 1 above.

§ 14 Software - User rights

1. Software shall be made available to us on the usual data carriers in a machine-readable code together with the user documentation.

2. Any software developed specifically for us must also be transferred as source code with manufacturer and developer documentation. Copies of the source code and manufacturer and developer documentation must be transferred to us and correspond to the program level at the end of the test phase.

3. The Supplier shall instantly include any measures carried out in relation to the software in the context of defect liability in the source code and in the manufacturer and developer documentation. We must be provided with a copy of the relevant updated version immediately.

4. We irrevocably obtain all property rights relating to the software developed for us or parts thereof and of all other results of services, particularly the comprehensive, exclusive right to use this in object and source code without restrictions to time and space and relating to all known types of use, particularly the copying, changing, editing and distribution of online and offline media. This comprises granting a simple right of use to third parties and the complete or partial transfer of rights of use to third parties.

5. If the acquisition of a user right is in contradiction to third-party rights according to the section above, the extent of our user right shall be agreed accordingly in the contract.

§ 15 Jurisdiction - Place of performance - Applicable law

1. The international jurisdiction for all disputes resulting from or in the context of our orders and the contracts concluded between us and the Supplier - to the extent that and so far as this can be agreed effectively - is Germany.

2. The local jurisdiction for all disputes resulting from or in the context of our orders and the contracts concluded between us and the Supplier is Wiesbaden.

3. We have the right to press charges against the Supplier at his place of business or in the legal jurisdiction.

4. To the extent that this is not set out otherwise in the order, the place of acceptance set out in the order or otherwise our place of business is the place of performance.

5. The law of the Federal Republic of Germany applies excluding the conflict of law provisions and UNCISG dated 11 April 1980.

§ 16 Miscellaneous

1. If individual provisions of these Terms and Conditions of business or of the contract agreed between us and the Supplier become ineffective in part or in full, this shall not affect the remaining provisions.

2. The Supplier is not entitled to transfer rights and duties from this contract to third parties without our prior written approval. We are entitled to transfer our obligations based on this agreed to our affiliated companies.

3. We shall only be exempt from the tax deduction according to Section 48 b (1) of the Income Tax Act (EStG) if the Supplier presents us with an exemption certificate for the competent tax authorities in his name. The presentation of a copy of this exemption certificate shall suffice to the extent that the exemption certificate was not granted specifically for the order.

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