

General Terms and Conditions of Purchase of cetecom advanced GmbH

1 General

- 1.1** The following General Terms and Conditions of Purchase shall apply to all agreements that involve the order of goods (including standard and individual software) and services by cetecom advanced GmbH (hereinafter referred to as "cetecom advanced") from the contractual partner (hereinafter referred to as "Supplier"). The General Terms and Conditions of Purchase shall apply to future agreements with the Supplier, even if the General Terms and Conditions of Purchase are not separately agreed upon again.
- 1.2** If individual software is ordered and test equipment is calibrated, cetecom advanced shall specify additional terms besides these General Terms and Conditions of Purchase and communicate them to the Supplier at the time of the order. The Supplier shall advise cetecom advanced in writing if these additional terms are missing.
- 1.3** cetecom advanced shall not recognize opposing, deviating or additional terms of the Supplier, unless cetecom advanced has accepted them in individual cases, expressly and in writing, in lieu of these General Terms and Conditions of Purchase. This shall also apply if cetecom advanced accepts the delivery/service without having referred to its General Terms and Conditions of Purchase again.
- 1.4** The Supplier shall be entitled to award subcontracts after obtaining cetecom advanced's written consent, unless specified otherwise in individual cases.
- 1.5** Amendments to these General Terms and Conditions of Purchase, subsidiary agreements, declarations and other agreements shall require the written form in order to be effective. The same shall apply to the amendment of this written form clause.

2 Offer, Subject Matter of the Agreement

- 2.1** Requests for quotes of cetecom advanced are subject to change and understood only as a request of the Supplier to submit a quote on his part.
- 2.2** Unless expressly stipulated otherwise in the Supplier's quote, quotes from the Supplier shall be binding for the duration of 14 calendar days after the quote is received by cetecom advanced.
- 2.3** In its quote the Supplier shall be obligated to abide precisely by cetecom advanced's request and expressly point out any deviations.
- 2.4** The Supplier's quote shall be free of charge and create no obligations on the part of cetecom advanced.
- 2.5** Insofar as cetecom advanced informs the Supplier for which country the delivery item is intended, the Supplier hereby guarantees that the delivery item is in compliance with the technical and statutory provisions applicable there.

3 Order

- 3.1** cetecom advanced shall accept the Supplier's quote by placing an order within the time limit specified under clause 2.2. Pursuant to clause 1.5, verbal orders by cetecom advanced shall be binding only if confirmed by cetecom advanced in writing.
- 3.2** Unless the order is placed within the time limit specified under clause 2.2, or if the content of the order deviates from the Supplier's quote, the order shall be deemed a new quote, which the Supplier may accept within 14 calendar days after receiving it.
- 3.3** The Supplier must confirm every order in writing. If several orders have been placed, separate order transactions must be treated separately in every correspondence. All documents relating to the order must specify the order number, the order date as well as the point of receipt/delivery address of cetecom advanced.
- 3.4** If an agreement is concluded pursuant to clause 3.1 above, the Supplier's confirmation shall merely have a declaratory effect; if an agreement is concluded pursuant to clause 3.2 above, the Supplier's confirmation shall constitute acceptance.

4 Prices and Terms of Payment

- 4.1** Unless expressly agreed otherwise in writing, the prices stated in the Supplier's quote shall be applicable.
- 4.2** Following delivery/supply of service, the Supplier shall submit invoices in duplicate and separately – i.e. not included in the shipment – stating the cetecom advanced order number; invoices for partial deliveries shall be identified as such. The Supplier shall state the statutory sales tax separately on the invoice.
- 4.3** Unless expressly agreed otherwise in writing, the agreed prices shall – at cetecom advanced's choice – be payable within 30 calendar days without deductions or within 14 calendar days with a 3% discount after complete delivery and service and receipt of invoice at cetecom advanced.
- 4.4** In any case, default on the part of cetecom advanced shall require a prior reminder by the Supplier.
- 4.5** If cetecom advanced can settle the invoice only belatedly due to improper shipping documents or due to incomplete invoice information, cetecom advanced shall still be entitled to a discount deduction in accordance with the provisions of clause 4.3. A discount deduction in accordance with the provisions of clause 4.3 shall be permitted even if cetecom advanced exercises its right of setoff or withholds a reasonable amount due to defects. The time allowed for payment shall begin only after any defects have been rectified completely.
- 4.6** Payments made by cetecom advanced shall not be construed as approval that the goods or services are in compliance with the agreement or that the invoiced amount is accurate.
- 4.7** Unless agreed otherwise in writing, the Supplier shall be responsible to pay customs duties and other dues. Within the scope of statutory provisions, cetecom advanced shall be entitled to withhold taxes and dues payable by the Supplier.

5 Delivery Time and Failure to Observe the Delivery Deadline

- 5.1** Agreed delivery dates shall be binding.
- 5.2** As soon as the Supplier has reason to assume that he will not be able to fulfill his contractual obligations in time, in full or in part, he shall be obligated to promptly notify cetecom advanced, stating reasons, and – in the event of an expected delay – stating the expected duration of the delay. If the Supplier fails to notify cetecom advanced, he shall not be entitled to invoke such impediment to performance through no fault of his own as a defence vis-à-vis cetecom advanced.
- 5.3** If the Supplier does not fulfill its obligations – or fails to fulfill its obligations within the agreed delivery time – he shall be liable pursuant to the statutory requirements.
- 5.4** If the Supplier is in default, he shall be obligated to pay a contractual penalty in the amount of 0.1% of the contractually agreed price for the goods or services per calendar day of default, but no more than a total of 10% of the contractually agreed price. cetecom advanced may claim payment of the contractual penalty until the final payment, irrespective of whether cetecom advanced reserved the right to claim the contractual penalty upon acceptance of the delayed delivery. If cetecom advanced is entitled to statutory damages claims due to the default, the contractual penalty shall be offset against these claims pursuant to section 341 BGB [*Bürgerliches Gesetzbuch* / German Civil Code]. Any claim for statutory damages that goes beyond the amount of the contractual penalty shall remain unaffected.
- 5.5** Premature (partial) deliveries/services shall require the prior written approval of cetecom advanced. Agreed payment deadlines shall remain unaffected by premature (partial) deliveries/services.

6 Delivery, Passing of Risk, Place of Performance

- 6.1** The Supplier shall bear the costs for the delivery.
- 6.2** For deliveries that include installation or assembly and for services, the risk shall pass upon acceptance; for deliveries without installation or assembly, the risk shall pass upon delivery to the point of receipt specified by cetecom advanced.
- 6.3** Documents of any kind that cetecom advanced needs for using, installing, assembling, processing, storing, operating, servicing, inspecting, maintaining and repairing the delivery item must be provided by the Supplier free of charge, in a timely manner and without prior request.
- 6.4** Deliveries shall be made including standard packaging. If the order provides for acceptance of the delivery item, the Supplier shall state the delivery date with binding effect – unless it has already been determined in the order – no later than 10 working days in advance.
- 6.5** If cetecom advanced furnishes technical documents (process descriptions, drawings and other information) or other material to the Supplier, cetecom advanced shall retain ownership of such items. They may only be used to implement the order and must be returned with the delivery, at the latest. Until these documents have been returned, the delivery shall not be considered complete. Any copies made by the Supplier must be destroyed; this shall exclude the storing of copies pursuant to statutory record retention obligations. Items stored by the Supplier that are owned by cetecom advanced must be identified as such and stored separately.

- 6.6** Material of cetecom advanced processed or redesigned by the Supplier shall be processed or redesigned on behalf of cetecom advanced, and cetecom advanced shall become the owner of the newly produced item. If cetecom advanced's material accounts only for a portion of the new items, cetecom advanced shall be entitled to co-ownership to the new items on a pro-rata basis in accordance with the value of the material provided.
- 6.7** Place of performance for the goods or services to be provided by the Supplier shall be the point of receipt specified by cetecom advanced in the order.

7 Shipping

- 7.1** To the extent possible, owing to their characteristics, the Supplier shall pack all goods properly and with due consideration to the German Packaging Regulations [*Verpackungsverordnung*].
- 7.2** The Supplier shall enclose shipping tickets or packing slips with all individual orders and ship deliveries only to the arranged shipping address. On the shipping ticket or packing slip, the Supplier shall state the cetecom advanced order number and a description of the type and quantity of the content.
- 7.3** cetecom advanced shall assume the shipping and packing costs only after express prior written agreement. If prices are quoted ex-works or ex-warehouse, the Supplier shall be obligated to choose the transport option most economical and suitable for cetecom advanced.
- 7.4** The Supplier shall be responsible for any additional costs caused by violating the shipping instructions in this clause 7.
- 7.5** To the extent that the price under the agreement does not include the packaging, and compensation for the packaging – which has not only been provided on loan – has not been expressly stipulated, the packaging must be charged at verifiable cost price. At the request of cetecom advanced, the Supplier must take back the packaging at its own expense.

8 Claims Resulting from Defects, Notification of Defects and Liability of the Supplier

- 8.1** The Supplier warrants that the goods and services are free from defects. The Supplier especially warrants that the quality of the goods and services is in compliance with the contractual agreements and, at the time of delivery, complies with generally accepted technological rules, the state of the art, most recent official regulations, the German Equipment Safety Act [*Gerätesicherheitsgesetz*] as amended from time to time, applicable safety requirements, and safety provisions for workers and accident prevention regulations.
- 8.2** To the extent feasible in the proper course of business, cetecom advanced shall promptly examine the delivered goods after receiving them. cetecom advanced shall notify the Supplier of apparent defects within 14 calendar days following delivery. cetecom advanced shall notify the Supplier of defects that are not apparent at that time, but occur later, within 10 calendar days after discovering them.
- 8.3** If the defect is justified and noted in a timely manner, cetecom advanced shall be entitled to statutory claims resulting from defects.
- 8.4** Claims resulting from defects shall become time-barred two years after delivery/acceptance. A longer statutory period of limitation shall apply if so provided by law.

- 8.5** If the defect is justified and noted in a timely manner, the period of limitation for claims resulting from defects – in the case of supplementary performance by removing the defect – shall be extended by the time period between the notice of defects and the completion of the removal of defects, or its failure or rejection by the Supplier. In the case of supplementary performance by delivering a replacement item, the period of limitation for claims resulting from defects shall begin anew; in the case of a partial replacement, this shall apply to the exchanged parts.
- 8.6** If the Supplier delivers a replacement item for the purpose of supplementary performance, the rejected, defective item shall remain at the disposal of cetecom advanced until it is replaced and shall be returned by cetecom advanced to the Supplier concurrently in exchange for the delivery of the new item.
- 8.7** In urgent cases, if supplementary performance by the Supplier is unreasonable, and if supplementary performance failed, cetecom advanced shall be entitled to rectify the defects itself at the Supplier's expense. The same shall apply if the Supplier refuses supplementary performance or if the reasonable deadline for effecting supplementary performance has expired, unless the Supplier's refusal is justified.
- 8.8** Sections 478, 479 BGB shall apply accordingly between cetecom advanced and the Supplier, even if no end customer is involved.
- 8.9** The Supplier shall indemnify cetecom advanced from any claims arising from manufacturer's liability, by virtue of the German Product Liability Act (*Produkthaftungsgesetz*) and other third party claims, provided the Supplier or its sub-supplier is responsible for the product defect or defective service triggering such liability.
- 8.10** Insofar as cetecom advanced is entitled to withdraw from the agreement and returns defective goods, cetecom advanced shall debit the invoice amount. In that case, the Supplier shall be obligated to pay an expense allowance of 5% of the price of the defective goods, unless the Supplier proves that lower expenses or no expenses at all were incurred. However, cetecom advanced reserves the right to prove higher expenses.
- 8.11** Insofar as cetecom advanced is obligated to recall or – at its reasonable discretion – conducts a recall campaign vis-à-vis third parties due to a defect of the delivery items, the Supplier shall bear all costs associated with the recall campaign.
- 8.12** Moreover, the Supplier shall be liable pursuant to the statutory provisions.

9 Third-party rights

- 9.1** The Supplier warrants that all services rendered and goods delivered by him are free from third-party rights and that cetecom advanced does not violate any third-party rights by using the services or goods. The aforementioned shall apply especially, but not exclusively, to proprietary rights as well as intellectual property rights, industrial property rights or other rights (hereinafter referred to as "Property Rights"). Insofar as and to the extent that third-party Property Rights exist in relation to the Supplier's goods and services, the Supplier shall be obligated to report them to cetecom advanced, and the Supplier warrants that he is entitled to grant rights pursuant to clause 10.
- 9.2** Upon first request the Supplier shall indemnify cetecom advanced from all third-party claims arising from or in connection with any violation of third-party rights as a result of the use of the contractual goods or services and hold cetecom advanced completely harmless.

9.3 If Property Rights are violated, cetecom advanced shall be entitled to obtain a necessary licence from the beneficiary, and at the expense of the Supplier, to use the contractual goods or services.

9.4 The Supplier's guarantee under this clause 9 does not relate to goods or services or parts of goods or services that were manufactured pursuant to special parameters set by cetecom advanced. As soon as the Supplier has reason to assume that the parameters set by cetecom advanced violate third-party rights, he shall promptly advise cetecom advanced.

10 Granting of rights

10.1 General provisions

10.1.1 Insofar as the Supplier manufactures the delivery item pursuant to the requirements and/or specifications of cetecom advanced, thereby acquiring Property Rights to the delivery item, he shall automatically assign them to cetecom advanced as soon as they arise. Insofar as national statutory provisions do not allow the assignment of Property Rights (e.g. copyrights), the Supplier shall grant cetecom advanced an exclusive as well as assignable and irrevocable right to use the Property Rights, without limitation as to place, time and content. This right of use shall comprise especially, but not exclusively, the right to market, distribute, sell, lease, improve and further develop the delivery item or process it in any other way.

10.1.2 Unless agreed otherwise in writing between the Supplier and cetecom advanced, the grant of rights pursuant to clause 10.1.1 shall also apply to configurations of existing cetecom advanced hardware or software created by the Supplier. The Supplier shall grant a right of use to cetecom advanced corresponding to clause 10.1.1, even if the Supplier does not acquire Property Rights to the configuration as part of creating it.

10.1.3 cetecom advanced shall be at liberty and entitled to register all Property Rights pursuant to clause 10.1.1 in its own name. If necessary, the Supplier shall provide the necessary information and documentation to cetecom advanced. The Supplier undertakes not to initiate any measures that could affect the registration or the continued existence of the Property Rights.

10.2 Special Provisions for Standard Software

Unless agreed otherwise in writing between the Supplier and cetecom advanced, the Supplier shall – in terms of the software to be supplied – grant cetecom advanced the non-exclusive right, unlimited as to time and place, to use the computer program along with the corresponding documentation without limitation for its own business purposes. This shall include the right to grant sublicenses.

10.3 Special Provisions for Individual Software / Customizing of Software

10.3.1 If individual software is ordered that was created on the basis of cetecom advanced specifications, the Supplier shall grant the rights set out in clause 10.1.1. The preceding shall also apply with respect to the documentation as well as the source code of the software. The Supplier shall be obligated to also furnish the source code in addition to the object code of the software to cetecom advanced.

10.3.2 Insofar as the cetecom advanced order concerns the processing or modification of already existing cetecom advanced software (customizing), the Supplier shall grant cetecom advanced an exclusive as well as assignable and irrevocable right to use the processing or modification, without limitation as to place, time and content.

10.3.3 Insofar as the Supplier resorts to open source software when creating the individual software or while customizing cetecom advanced software, cetecom advanced's prior written consent shall be required as regards the use of the open source software.

11 Insurance

11.1 The Supplier shall take out adequate third-party liability insurance at his own expense for any damage caused by him, his legal representatives, senior employees or other vicarious agents in connection with the implementation of agreements.

11.2 The Supplier shall take out adequate product liability insurance for claims that may be asserted against him as a result of a product defect for which he or one of his suppliers is responsible.

11.3 The Supplier shall present the corresponding insurance policies to cetecom advanced upon request.

12 Confidentiality

12.1 The Supplier undertakes to maintain strict confidentiality in terms of any information he receives in writing, verbally or in any other form in connection with these General Terms and Conditions of Purchase from cetecom advanced, especially but not limited to technical documentation, documents, drafts, drawings, data, knowhow and any other form of business secrets.

12.2 The Supplier shall use this information exclusively for the purpose of fulfilling his obligations under these General Terms and Conditions of Purchase. The Supplier shall be obligated to also commit his employees and other persons that deal with the fulfillment of these duties to maintain confidentiality in an appropriate manner.

12.3 The obligation to maintain confidentiality shall not apply if the Supplier proves that

12.3.1 he had already been aware of certain information before the cooperation began,

12.3.2 he obtained this information from another third party authorized to disclose such information,

12.3.3 the information was publicly available, without the Supplier being responsible for the public availability,

12.3.4 developed the information himself independent of the ongoing cooperation,

12.3.5 he was obligated to disclose the information by virtue of an official order or statutory obligation.

12.4 The obligation to maintain confidentiality shall continue to exist without limitation even after termination of the agreement. The Supplier shall be responsible for any damage incurred by cetecom advanced from a violation of any of these obligations.

13 Sustainability Requirements

cetecom advanced GmbH expects its suppliers to comply with basic sustainability requirements – these are specified in the following document:

[Code of Conduct for Suppliers](#)

14 Miscellaneous

- 14.1** The assignment of claims of the Supplier arising from the agreement with cetecom advanced or from these General Terms and Conditions of Purchase shall require cetecom advanced's prior written consent.
- 14.2** Rights of retention or other rights to refuse performance may be asserted against cetecom advanced only insofar as they are based on claims of the Supplier from the respective individual agreement/service specification, based on which cetecom advanced asserts payment claims against the Supplier.
- 14.3** The relationship between the contractual partners shall be governed exclusively by German law. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 shall be excluded.
- 14.4** For any kind of proceedings, the registered office of cetecom advanced shall be the exclusive legal venue for all claims against merchants and corporations under public law. Moreover, cetecom advanced shall be entitled to file suit against customers at their general legal venue.
- 14.5** The Supplier may disclose the business relationship with cetecom advanced in any presentations – be it via the Internet, in paper form or by means of other media – only after prior written consent.
- 14.6** cetecom advanced reserves the right to modify or amend these General Terms and Conditions of Purchase from time to time. These General Terms and Conditions of Purchase as amended from time to time shall apply to continuing obligations. In cases of other obligations, the version in force at the time the respective agreement is concluded shall apply.
- 14.7** If any provision of these General Terms and Conditions of Purchase shall be or become invalid, in whole or in part, this shall not affect the validity of the remaining provisions. Any invalid provision shall be replaced by a provision that is legally possible and comes closest to the content of the invalid provision and is most consistent with the well-understood economic interests of the contractual partners in terms of the invalid provision. The same shall apply to any gaps.