

General Terms and Conditions of Purchase of

**SATA GmbH & CO. KG, Domertalstraße 20, D-70806 Kornwestheim („SATA“)
SATA Management GmbH, Domertalstr. 20, 70806 Kornwestheim, Deutschland („SATA“)**

1 Scope and general provisions

- 1.1 The following General Terms and Conditions of Purchase (hereinafter referred to as “Terms and Conditions of Purchase”) apply to all purchases of goods and services (hereinafter referred to as “goods”) by **SATA GmbH & Co. KG + SATA Management GmbH** (both hereinafter referred to as “**SATA**”) from suppliers, regardless of whether the supplier provides the service itself or purchases it from subcontractors, if and to the extent that these Terms and Conditions of Purchase have been effectively incorporated into the contractual relationship with the supplier.
- 1.2 These Terms and Conditions of Purchase apply exclusively. The general terms and conditions of the other contracting party (hereinafter referred to as the ‘Supplier’) shall only apply if SATA has expressly agreed to them in writing.

2 Conclusion of contract

Orders, order confirmations and additions and amendments to the agreements made must be in writing to be valid. Telecommunication transmission, in particular Telecommunication transmission, in particular by fax or e-mail, is sufficient to comply with the written form requirement, provided that a copy of the signed declaration is transmitted. The supplier must immediately notify SATA of any obvious errors (e.g. typing or calculation errors), incomplete orders or missing order documents.

3 Prices and payment

- 3.1 Prices are quoted in EURO. Value added tax is shown separately. Unless otherwise stated, the price includes delivery ‘DDP destination’ (Incoterms 2010), including transport and packaging.
- 3.2 Unless otherwise agreed in writing, payment shall be made within 10 days of proper delivery and receipt of the invoice with a 3% discount, or within 30 days of proper delivery and receipt of the invoice net.
- 3.3 The supplier may only offset claims that are ready for decision, undisputed, legally established or expressly recognised claims.

4 Terms of delivery

- 4.1 Unless otherwise agreed in individual cases, deliveries shall be made “DDP destination (Incoterms 2010) to the location specified in the order. If the destination is not specified and nothing else has been agreed, the delivery shall be made to SATA's place of business at Domertalstr. 20, D-70806 Kornwestheim, Germany. The respective destination is also the place of performance.
- 4.2 In the event of a delay in delivery, SATA shall be entitled to demand a contractual penalty from the supplier amounting to 1% of the order value affected by the delay (net, excluding VAT and including transport) per completed week of delay, up to a maximum of 5% of the order value affected.

5 Warranty

- 5.1 Unless otherwise specified below, the statutory provisions shall apply to SATA's rights in the event of material defects and defects of title in the goods.
- 5.2 The supplier is liable for ensuring that the goods have the agreed quality at the time of transfer of risk. In any case, the product descriptions that are the subject of the respective contract, in particular through designation or reference in SATA's order, shall be deemed to be an agreement on the quality. In any case, the supplier must ensure that all goods delivered by him to SATA are free of paint-damaging substances. Deliveries that do not meet the agreed quality shall be deemed to be defective goods. The supplier must in any case ensure that all goods delivered by him to SATA are free of paint-damaging substances. Deliveries that do not meet the agreed quality In any case, the supplier shall ensure that all goods delivered by it to SATA are free of substances that interfere with the paintwork. Deliveries that do not have the agreed quality may be rejected by SATA in their entirety, even if the defects relate to individual parts.
- 5.3 SATA undertakes to inspect the goods for defects immediately after delivery by the supplier. SATA's obligation to inspect is limited to defects that are clearly recognisable during SATA's incoming goods inspection upon external examination of the goods and the delivery documents, as well as during random quality control checks on an appropriate number of items. The notification of obvious defects shall be deemed to have been made in good time if it is received by the supplier within a period of ten working days from receipt of the goods. In the case of hidden defects, the period of ten working days shall commence upon discovery of the defect. If the supplier has fraudulently concealed the defect, it may not invoke this provision.

5.4 SATA is entitled to demand that the supplier remedy the defect or deliver a new item (replacement delivery). The supplier may refuse the type of subsequent performance chosen by SATA if it involves disproportionate costs.

5.5 SATA shall be entitled to remedy the defect itself at the supplier's expense if, due to imminent danger or particular urgency, it is no longer possible to inform the supplier of the defect and the impending damage and to set a deadline for remedial action.

6 Product liability

6.1 In the event that SATA is entitled to make a claim against third parties on the basis of the Product Liability Act or other legal provisions due to a defect in the goods delivered by the supplier, the supplier shall be obliged to indemnify SATA against such claims. However, in cases of fault-based liability, this shall only apply if the supplier is at fault. In cases of fault-based liability, however, this shall only apply if the supplier is at fault.

6.2 Within the scope of its liability for damage within the meaning of Section 6 of these Terms and Conditions of Purchase, the supplier shall be obliged to reimburse SATA for any expenses arising from or in connection with a legally necessary recall campaign carried out by SATA. SATA shall inform the supplier of the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment; this shall not be necessary if SATA shall inform the supplier of the content and scope of the recall measures to be carried out and give the supplier the opportunity to comment; this is not necessary if it is not possible to inform or involve the supplier due to particular urgency.

6.3 Further legal claims remain unaffected by this.

7 Duty to provide information, subcontractors

7.1 The supplier must inform SATA in good time and in writing of any changes to product manufacturing processes, relocations of production sites, and changes to procedures or facilities for testing the goods or other quality assurance measures. SATA shall be entitled to verify, to the extent necessary, whether the changes could have a negative impact on the quality of the goods and may object to the change if there is a justified reason. Upon request, the supplier shall provide the necessary documents and allow audits to be carried out to the extent necessary.

7.2 The use of subcontractors, freelancers, sub-suppliers and other third parties (collectively referred to as 'agents') who are not employees of the supplier in connection with the provision of services owed to SATA must be notified to SATA in writing. The supplier must contractually ensure in relation to the agent that all services are performed completely and properly, that the proper performance of services is documented accordingly and that the agent is liable for damages in the event of non-performance or improper performance. The supplier shall contractually ensure in relation to the agent that all services are performed completely and properly, that the proper performance of services can be comprehensively monitored by SATA through appropriate documentation and regular audits and that the obligations arising from the contractual relationship with SATA also apply in relation to the agent.

7.3 Agents shall be deemed to be vicarious agents of the Supplier: any fault or breach of duty on the part of agents shall be attributed to the Supplier as if it were its own fault or breach of duty.

8 Property rights

8.1 The Supplier warrants that no third-party rights are infringed in connection with its delivery

8.2 If a third party asserts claims against SATA due to the infringement of rights in accordance with 8.1 of these Conditions of Purchase, the Supplier shall be obliged to indemnify SATA against these claims. The Supplier's obligation to indemnify shall include all expenses necessarily incurred by SATA as a result of or in connection with the claim by a third party.

9 Retention of title

9.1 If SATA provides goods to the supplier, SATA retains title to these goods ('reserved goods'). The processing or transformation of the reserved goods by the supplier is always carried out on behalf of SATA as the manufacturer. SATA acquires direct ownership without any obligations arising for SATA.

9.2 If the reserved goods are processed with other items not belonging to SATA, SATA shall acquire co-ownership.

10 Intellectual property, confidentiality

10.1 SATA reserves all property rights and intellectual property rights to which SATA is entitled, in particular copyrights, copyright usage rights and other usage rights, to all illustrations, drawings, calculations and other documents (hereinafter referred to as 'documents') made available by SATA to the supplier. The documents are to be used exclusively for the execution of SATA's order. After completion of the order, the supplier must return them to SATA unsolicited and without delay and destroy any copies made if they are no longer required by the supplier in the ordinary course of business.

- 10.2 The Supplier undertakes to keep confidential all information about SATA's internal circumstances and processes that becomes known to it or is made available to it in the course of the implementation of this Agreement, as well as other information about SATA and SATA's activities that is recognisably subject to confidentiality ('Confidential Information'). The Supplier also undertakes to use such confidential information exclusively for the purposes intended or permitted under this Agreement. The supplier also undertakes to use such confidential information exclusively for the purposes intended or permitted under this contract.
- 10.3 The confidentiality obligations and restrictions on use under this Agreement shall not apply if and to the extent that the confidential information in question was generally known or readily available at the time of disclosure to the Supplier; or becomes generally known or readily available after disclosure to the Supplier, unless this occurs unlawfully (e.g. through a breach of confidentiality obligations); or lawfully obtained by the supplier from a third party or developed by the supplier itself; or already known to the supplier prior to disclosure; or required to be disclosed by law or requested by a public authority. In this case, however, SATA must be informed in good time in advance. The supplier invoking this clause must prove that the conditions are met.
- 10.4 The confidentiality obligations and restrictions on use under this contract shall continue to apply for five years after termination of the contract, regardless of the legal grounds for termination.
- 10.5 The Supplier shall, to the extent possible under the law, also oblige its personnel, in particular those involved in the submission of offers or the execution of the order, to comply with the confidentiality obligation under Clause 10 of these Conditions of Purchase.

11 Final provisions

- 11.1 German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (hereinafter 'CISG') and without the provisions of German international private law.
- 11.2 The court at SATA's headquarters shall have exclusive jurisdiction for all disputes arising from the business relationship, provided that the supplier is a merchant, a legal entity under public law or a special fund under public law. SATA shall also be entitled to bring legal action at the supplier's headquarters.
- 11.3 The supplier undertakes to fully recognize the applicable SATA purchasing guidelines, including the specifications on the environment, sustainability, and compliance, and to confirm this in writing before the start of the collaboration. The purchasing guidelines are an integral part of the business relationship; compliance with them must be ensured on an ongoing basis and passed on to subcontractors. SATA is entitled to verify compliance with these guidelines in an appropriate manner.