

## General Terms and Conditions of Purchase, last updated November 2017

### 1. General

- 1.1. The entire business relationship between ATP Elektronik GmbH, Halstenbek, hereinafter referred to as "ATP", and the supplier, including all future business where ATP acts as purchaser, shall be exclusively subject to these General Terms and Conditions of Purchase. This shall apply to contracts for sale, for work and services, for work and delivery, service contracts or any other contracts. The supplier's general terms and conditions will not apply.
- 1.2. ATP shall be entitled to modify their General Terms and Conditions of Purchase with effect for the future entire business relationship with the supplier after corresponding communication.
- 1.3. If a framework agreement exists between the supplier and ATP, these General Terms and Conditions of Purchase shall apply both to this framework agreement and the individual order.
- 1.4. Offers made by suppliers are binding and will not be paid for.
- 1.5. Documents or other manufacturing equipment of ATP such as drawings, models, tools, technical specifications or the like that are made available to the supplier or for which ATP completely or partially pays the supplier, may only be used for the supplies to ATP. They may not be passed on to third parties or used for the supplier's own purposes just like the goods produced afterwards and/or using them. They must be kept secret and must be handed over to ATP in perfect condition immediately without retaining copies, individual items or the like as soon as the order has been completed.

### 2. Prices, payments

- 2.1. Basically, the agreed prices are stated free delivered to the receiving office indicated by ATP including costs of freight, packaging, customs duties and ancillary costs. In case freight forward delivery has been agreed upon, packaging may be charged at cost price only.
- 2.2. Agreed prices are fixed. Reservations as to increase in prices for individual orders or for the framework agreement are subject to ATP's express written consent. The same shall apply to currency adjustment clauses.
- 2.3. Invoices will be settled by ATP either within 14 days less 2% cash discount or within 30 days without discount, unless any other mode of payment has been agreed upon.
- 2.4. Payment and discount periods shall start upon receipt of invoice, however not before receipt of the goods and/or, in case of services, not before their acceptance and, if documentations, certificate of conformity (COC) or similar records are included in the scope of delivery, not before their delivery to ATP according to contract.
- 2.5. When giving reasons for a delay in payment, the receipt of an invoice or another payment schedule cannot be replaced by the receipt of the purchased good. ATP may assert rights of set-off and rights of detention to the extent permitted by law only.
- 2.6. Agreements for framework contracts (prices, delivery periods, security storage quantities) shall be valid for the entire term of the framework contract and for all requests under this framework contract.

### 3. Acceptance period, delivery periods, scope of delivery, passing of risk

- 3.1. Agreed delivery times and periods are binding; threats of delays in delivery must be communicated immediately to ATP.
- 3.2. The legal claims existing upon occurrence of a delay in delivery cannot be excluded. When a reasonable additional period of time granted in case of delay has expired, ATP may withdraw from the contract and claim damages instead of performance. The foregoing provisions shall not exclude any further rights of ATP.
- 3.3. Part deliveries are permissible only in case of ATP's express consent; excess or short deliveries will be allowed only if they have been expressly agreed upon.
- 3.4. For any type of shipment, the supplier will bear the risk of accidental loss and accidental deterioration until the handover of the goods to ATP. The supplies must be insured against damage to goods in transit at supplier's cost. The same shall apply in case the goods are delivered "ex works" and/or ATP assumes the shipping charges.
- 3.5. To the extent the supplier is obliged under the packaging regulations to take back the packaging used they will assume the costs of return transport and disposal.

### 4. Retention of title, tools, supply, non-disclosure

- 4.1. If the item supplied by ATP is inseparably mixed with other objects not belonging to ATP, ATP will acquire co-ownership of the new item in the ratio of the value of the item subject to retention of title to the other mixed objects at the moment of mixing. If mixing is performed in such a way that the supplier's item is to be regarded as the main item, then it shall be deemed to be agreed that the supplier transfers co-ownership to ATP on a pro rata basis; the supplier shall preserve the sole ownership or co-ownership for ATP.
- 4.2. The supplier is obliged to use the tools belonging to ATP exclusively for producing the goods ordered by ATP. The supplier is obliged to insure their tools for the value as new at their own costs against all risks. At the same time, they assign all claims for indemnification under this insurance to ATP and ATP hereby accepts this assignment. The supplier is obliged to perform the required maintenance and inspection work as well as servicing and repair work on the tools belonging to ATP at their own expenses. They must immediately report any incidents to ATP. If they fail to do so, this will result in a claim for damages unless they are not responsible for this failure. If the security interests due to ATP according to section 4.1 and 4.2 exceed the purchase price of our goods that have not been paid yet by more than 10%, ATP will be obliged to release the security interests upon supplier's request.

### 5. RoHS, REACH, Dodd-Frank Act, quality

- 5.1. ATP exclusively accepts goods conforming to RoHS according to the EC directive 2011/65/EU and/or the latest applicable directive.
- 5.2. The supplier may only deliver goods conforming to REACH according to regulation (EC) no. 1907/2006 and/or the latest applicable directive. If it turns out after conclusion of the contract only that the contractual goods contain candidate list substances, the supplier must communicate this to ATP immediately and without request. This obligation shall survive the delivery.

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- 5.3. On ATP's request, the supplier must make statements to ATP according to the requirements under the Dodd Frank Act.
- 5.4. The delivery must be free from defects of quality and title and must comply with the recognized rules of engineering and the contractually agreed qualities, standards as well as the safety, occupational safety, accident prevention and other regulations.
- 5.5. ATP shall accept only still unused new goods of the latest date code unless otherwise expressly specified. The components may not be "refurbished", contacts must have original tin coatings and deposits. The components may not have been used before. In addition to the specified functionality, the mechanical specifications must be complied with as well.
- 5.6. Electronic components must be delivered in ESD-protected containers according to DIN EN 61340-5-1. Machine-processable component packaging must be delivered: if possible, reels or uninterrupted belt sections, preferable with 30 cm empty feed.

### 6. Warranty

- 6.1. In case of a defect, ATP will be entitled to the legal rights and claims.
- 6.2. ATP must examine the delivery for any defects and, as the case may be, give notice to the supplier within a reasonable period of time. The notification of a defect is timely if it is received by the supplier within a period of ten working days, calculated from the arrival of the goods or, in case of hidden defects, from their detection.
- 6.3. The period of limitation for claims based on defects shall be three years from the passing of risk unless a longer period results from law.

### 7. Claims for damages; in particular in case of incorrect declarations of origin and in case of violation of third-party rights

- 7.1. If the supplier or one of their vicarious agents violates an obligation under the contract, the supplier will be obliged to pay damages unless they are not responsible for the violation. If a stricter liability is provided by law, the corresponding provision shall not be restricted by the foregoing clause.
- 7.2. If the supplier made declarations as to the originating status of the delivery, they will be obliged to make up for the damage arising to ATP by the fact that the declared origin is not accepted as a result of e.g. incorrect certification or missing possibility for review.
- 7.3. The supplier is obliged to indemnify ATP, with respect to the goods to be delivered, from legal claims of domestic and foreign third parties that may arise under domestic or foreign patents, rights of use, copyrights or other rights and/or to make up for the damage arising for ATP in case of such claiming by third parties. This also includes legal expenses, payment of damages as well as arising structural alteration and redesign works, as well as costs from product recall programs.

### 8. Place of performance, venue, applicable law

- 8.1. Unless otherwise agreed in the contract, the place of performance for the payment and the delivery shall be ATP's place of business.
- 8.2. If the supplier is a merchant, a legal person under public law or a special fund under public law, ATP's place of business will be the exclusive venue.
- 8.3. The law of the Federal Republic of Germany excluding the United Nations Convention on the International Sale of Goods shall apply exclusively.

### 9. Requirement of written form for statements of intent, data privacy

- 9.1. Statements of intent of legal relevance made by the supplier such as notices of termination, statements of withdrawal or demands for damages will only be effective if they are made in writing.
- 9.2. ATP is entitled to process and to store the data regarding the supplier received in connection with the business connection - even if they come from third parties - as defined by *Bundesdatenschutzgesetz* [German Federal Data Protection Act] and to have them processed and stored by third parties instructed by ATP.