

Conditions of Purchase

1.0 General - Scope

- 1.1 Our Terms and Conditions of Purchase shall apply exclusively; we do not recognise any terms and conditions of yours that conflict with or deviate from our Terms and Conditions of Purchase unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Purchase shall also apply if we accept the delivery/service without reservation in the knowledge of terms and conditions of you that conflict with or deviate from our Terms and Conditions of Purchase.
- 1.2 Only orders placed in writing are legally binding. Orders placed orally or by telephone require subsequent written confirmation in order to be legally valid. The same applies to verbal subsidiary agreements and amendments to the contract.
- 1.3 Our Terms and Conditions of Purchase shall also apply to all future business with you.
- 1.4 We may request changes to the delivery item even after conclusion of the contract, insofar as this is reasonable for you. In the case of this amendment to the contract, the effects shall be reasonably taken into account by both parties, in particular with regard to the additional or reduced costs as well as the delivery dates.
- 1.5 If special terms and conditions deviating from or supplementing these Terms and Conditions are agreed for a specific order, these General Terms and Conditions of Purchase shall apply subordinately and supplementarily.

2.0 Prices - Terms of payment - Documents

- 2.1 The price stated in the order is binding. Subsequent price increases or price reservations of any kind are not permitted. In the absence of any written agreement to the contrary, the prices include all services provided by you, in particular the costs of packaging and transport, customs and border clearance charges, unloaded free at the specified destination address.
- 2.2 Order confirmations, delivery notes, dispatch notes, waybills, invoices and all correspondence must contain our order number. Delivery notes shall be sent to us in paper form together with the delivery. Invoices shall be sent to us by post after delivery, stating the order number and shipping address and all associated documents and data. Insofar as certificates of material tests, testimonials and certificates have been agreed, they shall form an integral part of the delivery and shall also be submitted to us by e-mail or post. However, they must be received by us no later than 3 days after delivery.
If you fail to do so, delays in processing are unavoidable for which we are not responsible; you are responsible for all consequences arising from failure to comply with this obligation.
- 2.3 We shall only accept the quantities or numbers of items ordered by us. Over- or under-deliveries are only permissible after prior agreement with us.
- 2.4 Your obligation to take back the packaging shall be governed by the statutory provisions. The goods are to be packed in such a way that transport damage is avoided. Packaging materials shall only be used to the extent necessary to achieve this purpose. Only environmentally friendly packaging materials may be used.
If, by way of exception, we are invoiced separately for packaging, we shall be entitled to return packaging that is in good condition to you carriage forward against payment of 100% of the invoiced amount.
- 2.5 Payment shall be made after receipt of invoice and goods within 30 calendar days. If payment is already made within the first 14 calendar days after receipt of invoice and goods, the contractor shall grant a 3% discount on the net amount of the invoice.
- 2.6 We shall be entitled to rights of set-off and retention to the extent provided by law.

3.0 Delivery time - Delay

- 3.1 The delivery dates and performance times stated in the orders as well as the agreed dates and deadlines are binding and firmly determined. They are understood to arrive at the destination address specified by us.
- 3.2 You bear the risk for your subcontractors.
- 3.3 You are obliged to inform us immediately in writing if circumstances arise or become apparent to you which indicate that the stipulated delivery time cannot be met.
- 3.4 In the event of a delay in delivery, we shall be entitled to the full statutory claims. In particular, we shall also be entitled to claim damages instead of performance or subsequent performance after the fruitless expiry of a reasonable grace period.
We are entitled to demand lump-sum damages for delay amounting to 1% of the delivery value per week or part thereof, but not more than 10%; we reserve the right to assert further statutory claims. You have the right to prove to us that no damage or significantly lower damage has been incurred as a result of the delay.
- 3.5 Force majeure shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effect. The contracting parties are obliged to provide the necessary information without delay within the bounds of what is reasonable and to adapt their obligations to the changed circumstances in good faith.

We shall be released from the obligation to accept the ordered delivery/service in whole or in part and insofar as we are entitled to withdraw from the contract if the delivery/service can no longer be utilised by us - taking into account economic aspects - due to the delay caused by the force majeure.

- 3.6 If delivery is made earlier than agreed, we reserve the right to return the goods at your expense. If no return is made in the case of early delivery, the goods shall be stored by us at your expense and risk until the delivery date. In the event of early delivery, we reserve the right to make payment only on the agreed due date.
- 3.7 We accept partial deliveries only after express agreement. In the case of agreed partial shipments, the remaining quantity shall be listed.

4.0 Transfer of risk

- 4.1 Unless otherwise agreed in writing, delivery shall be made free to the place of receipt specified by us. The risk of accidental loss or deterioration of the goods shall only pass to us upon handover at the specified place of receipt.

5.0 Guarantee, warranty

- 5.1 You guarantee and warrant that all deliveries/services comply with the latest state of the art, the relevant legal provisions and the regulations and guidelines of authorities, trade associations and professional associations. If deviations from these regulations are necessary in individual cases, you must obtain our written consent. Your warranty obligation shall not be limited by this consent. If you have any reservations about the type of execution requested by us, you must inform us immediately in writing.
- 5.2 You commit to using environmentally friendly products and processes in your deliveries/services and also in subcontracted or ancillary services of third parties within the scope of economic and technical possibilities. You shall be liable for the environmental compatibility of the products and packaging materials supplied and for all consequential damage resulting from the breach of your statutory disposal obligations. At our request, you shall issue a certificate of compliance for the delivered goods.

- 5.3 We are obliged to inspect the delivered goods for any deviations in quality and quantity within a reasonable period of time.
- 5.4 We shall be entitled to the statutory warranty claims in full; irrespective of this, we shall be entitled to demand that you remedy the defect or make a replacement delivery at our discretion. In this case, you are obliged to bear all expenses necessary for the purpose of rectifying the defect or making a replacement delivery. We expressly reserve the right to demand compensation instead of performance. In urgent cases, we can carry out the rectification ourselves or have it carried out by a third party after consultation with you.
Minor defects can be remedied by us ourselves - in fulfillment of our duty to minimise damage - without prior agreement, without this affecting your warranty obligation. We can then charge you with the necessary expenses. The same applies if unusually high damage is imminent.
- 5.5 The warranty period is 24 months, calculated from the transfer of risk. In the case of construction work, i.e. work on a building and in the case of delivery of an item which is used for a building in accordance with its customary use, the warranty period shall be 5 years.
- 5.6 The warranty claim shall become statute-barred 12 months after the notice of defect has been given within the warranty period, but not before the end thereof.
- 5.7 You shall carry out quality assurance of a suitable type and scope and in accordance with the latest state of the art and provide us with evidence of this upon request. You shall conclude a corresponding quality assurance agreement with us insofar as we deem this necessary.
- 5.8 If a claim is made against us for violation of official safety regulations or on the basis of domestic or foreign product liability regulations or laws due to a defect in our product which is attributable to your goods, then we are entitled to demand compensation from you for this damage to the extent that it is caused by the products supplied by you. This damage also includes the costs of a precautionary recall. Furthermore, you will insure yourself against all risks arising from product liability, including the recall risk, to an appropriate amount and submit the insurance policy to us for inspection upon request.
- 5.9 You agree to comply with our Supplier Code of Conduct (SCoC). You can find the SCoC on our company website www.injecta.de.

6.0 Energy management

As the efficient use of energy is an essential part of our corporate philosophy, a professional energy management system has been introduced in accordance with DIN EN ISO 50001. When procuring products, services and facilities that can have a direct impact on the significant energy use at our sites, the evaluation of bids is partly based on energy-related performance (energy use, energy consumption, energy efficiency).

7.0 Property rights

- 7.1 You warrant that all deliveries are free from third party property rights and in particular that the delivery and use of the delivery items, patents, licences or other third party property rights are not infringed.
- 7.2 You shall indemnify us and our customers against claims by third parties arising from any infringements of property rights.
- 7.3 We are entitled to obtain permission to use the relevant delivery items and services from the entitled party at your expense.

8.0 General liability rules

Unless otherwise stipulated in these Terms and Conditions of Purchase, you shall be liable for your own breaches of duty as well as breaches of duty by your vicarious agents for any form of intent and negligence as well as all attributable direct and indirect damage in accordance with the statutory provisions.

9.0 Retention of title - Secrecy

- 9.1 We reserve the property rights and copyrights to all illustrations, drawings, calculations and other documents received from us; they are to be kept strictly secret and may not be made accessible to third parties or reproduced without our express written consent. They are to be used exclusively for production on the basis of our order. At our request, they shall be returned to us together with all copies or duplicates.
- 9.2 The production of moulds, models, tools, lithographs, printing plates, etc., which are made by you in order to execute the order, shall be made for us. Upon payment of the order, they shall become our property without restriction, even if they remain in your possession. Upon our request, these items shall also be handed over immediately.
- 9.3 You may only refer to business connections with us in advertising materials and reference lists at trade fairs, exhibitions, etc. after we have given our written consent. You will oblige your personnel and subcontractors accordingly.

10.0 Applicable law

Contracts with foreign partners shall also be subject to the above provisions shall be governed exclusively by German law. The laws on the Uniform international sales law/ UN Sales Convention do not apply.

11.0 Place of jurisdiction - place of performance

The place of jurisdiction is the court responsible for the buyers registered address; we are also entitled to sue you at your general place of jurisdiction. The place of performance for all mutual obligations arising from this contract is Klingenthal, unless expressly agreed otherwise.

12.0 Final provisions

- 12.1 Should individual parts of these General Terms and Conditions of Purchase be legally ineffective, the effectiveness of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a new provision which comes as close as possible to the purpose intended by the invalid provision.
- 12.2 You shall not be entitled to assign your claims against us without our prior written consent, which shall not be unreasonably withheld.
- 12.3 The contractual language is German. If the contracting parties use another language, the German wording shall prevail.