

## **General Terms and Conditions of Purchase Medialine Group**

Version: January 2018

### **§ 1 Scope of application**

Our orders, commissions, and call-offs are made exclusively on the basis of these Terms and Conditions of Purchase in their latest version, unless otherwise expressly agreed in writing. This applies to all companies of the Medialine Group, in particular:

- Medialine EuroTrade AG, Breidlerstraße 43, D-55566 Bad Sobernheim, and its branches
- medialine enterprise IT solutions GmbH, Zehntenhofstraße 5b, 65201 Wiesbaden
- MH IT-Management, Breidlerstraße 43, D-55566 Bad Sobernheim

General terms of delivery of the contractor or other deviating agreements shall only be deemed accepted if they are confirmed by us in writing as an addition to our Terms and Conditions of Purchase.

Acceptance of the delivery/performance without objection shall in no case be construed as acceptance of the supplier's terms and conditions. Silence does not constitute acknowledgment.

References or confirmations by the contractor with reference to their own terms and conditions are hereby expressly rejected.

### **§ 2 Orders**

Only written orders from persons authorized to represent us are valid. Written form also includes electronic communication (email or other systems provided by the client such as full integration, web-based applications, or Order Management Tools).

Oral agreements require our written confirmation to be valid.

An electronic declaration of intent is deemed received on the day it is accessible to the recipient at their electronic address during regular business hours, otherwise on the next business day.

The contractor must confirm every order without delay, no later than 2 working days after receipt. Otherwise, we are entitled to withdraw the order.

Order confirmations, delivery notes, freight documents, parcel labels, invoices, and all other correspondence must include the order number with date, unloading location, and material number.

Delivery notes must be included with the shipment.

Invoices must be sent electronically by email to [invoice@medialine.ag](mailto:invoice@medialine.ag) within 5 days after delivery or service.

### **§ 3 Use of samples and exclusivity**

Drawings, models, or source codes provided by us remain our property and must be returned upon request. They and any derived data, as well as our business and trade secrets, may not be copied, sold, pledged, or made available to third parties without our written consent.

Third parties also include companies or persons involved in the manufacture or distribution of our products.

#### **§ 4 Quality assurance**

Where a quality assurance agreement is part of the contract, the contractor shall manufacture the products according to the specified quality.

The contractor is obliged to maintain a quality management system according to ISO 9001:2000 or equivalent.

Even if manufacturing steps are subcontracted or materials are purchased externally, the contractor remains responsible for product compliance with specifications.

Upon request, the contractor must provide proof of the quality assurance system's effectiveness at their subcontractors and/or the quality of procured components.

Any quality deficiencies will be communicated immediately via email, fax, or other means.

The contractor must respond in writing to reported deficiencies and define corrective measures.

The contractor bears responsibility for proper testing. There is no incoming inspection by us or our agents except for identity verification.

The contractor guarantees compliance with applicable EU and national laws and confirms that delivered products are free of radioactive contamination. In the event of contamination, all resulting costs are to be borne by the contractor.

All materials and processes used must comply with the International Material Data System (IMDS).

#### **§ 5 Prices**

Prices stated in our orders are fixed prices and include delivery to the specified destination. Prices cover all transport, insurance, packaging, and other charges unless otherwise agreed.

For deliveries from abroad, the term DDP excl. Import VAT (Incoterms 2010) applies unless otherwise agreed.

If billing is based on hourly or daily rates, travel and waiting times as well as travel expenses will not be reimbursed separately.

Packaging must be chosen to protect the goods and the environment and should be recyclable. Non-recyclable packaging will be returned at the contractor's expense.

#### **§ 6 Deliveries, provision of services**

Agreed delivery dates are binding and calculated from the order date.

Partial deliveries are not allowed unless expressly agreed.

Only the ordered quantity/performance will be accepted.

The contractor performs services independently and is free to choose the location. If performance at our premises is required, the contractor shall perform accordingly.

The contractor has sole authority over its personnel and subcontractors and manages the organization and schedule independently. Coordination with other project participants and compliance with deadlines is required.

Only qualified personnel shall be deployed. On request, qualification documentation must be provided.

Staff changes require prior written consent. If staff do not meet requirements, replacements must be agreed upon. The contractor bears costs of knowledge transfer.

In case of delay due to contractor's fault, we may claim compensation. Default damages: 1% of order value per business day, up to 25% of total order value. Proof of higher or lower damages is allowed.

After a grace period (max. 14 days), we may withdraw from the contract or claim damages.

In the event of force majeure (e.g., strike, riot, fire, flood, war), the contractor must inform us immediately.

If production is impaired for over two weeks, the contractor must seek external production, subject to our approval.

Acceptance of late delivery does not waive claims.

Force majeure on our side also entitles us to delay acceptance/payment.

If acceptance becomes impossible, we may withdraw from the unfulfilled part of the contract.

Delays do not entitle the contractor to claims or withdrawal.

If delays exceed two months, the contractor may withdraw from the unfulfilled part of the contract after setting a reasonable deadline.

## **§ 7 Terms of payment**

Invoices are to be submitted after complete delivery/performance.

Unless otherwise agreed, payment will be made within 10 days with 3% discount or net within 60 days after receipt of goods/service and invoice.

The payment period starts upon receipt of a verifiable invoice, but not before receipt of delivery/service.

Invoices must match order items and include client department, order number, and delivery location.

Invoices not meeting requirements may be returned unprocessed. The payment term starts upon receipt of the corrected invoice.

Unless partial deliveries are agreed, a single final invoice must be issued per order.

Payments are subject to verification. Advance payments do not imply acceptance of goods.

Assignments of claims require our prior consent.

## **§ 8 Acceptance**

Formal acceptance is required for works and work supplies. Acceptance occurs after successful test operation, if needed.

Payments do not constitute acceptance.

### **§ 9 Warranty in the event of defective delivery**

Unless otherwise agreed, statutory regulations apply. We reserve the right to choose between repair and replacement.

Warranty period is 2 years after our acceptance unless otherwise required by law.

Obvious defects must be reported within 2 weeks, hidden defects within 2 weeks of discovery.

Each written defect report interrupts the warranty period.

For periods when products are unusable due to defects, limitation periods are suspended until successful repair.

In case of replacement or repair, the warranty period restarts for replaced parts.

Specified features in our drawings count as guaranteed properties.

We may offset claims only with undisputed or legally established claims.

In the case of serial defects, we may demand free replacement of the entire series.

### **§ 10 Manufacturer's liability**

The contractor is responsible for product conformity regardless of any incoming inspection by us.

If we face product liability claims due to faulty goods, the contractor must indemnify us for damages, including recall costs.

The contractor bears the burden of proof for non-culpability in manufacturing-related defects.

The contractor must maintain sufficient product liability insurance. Proof must be provided on request.

The contractor must indemnify us against third-party claims, including legal costs.

### **§ 11 Property rights, rights of use**

The contractor warrants that its services are free of third-party rights and that it holds the necessary rights. The contractor indemnifies us from all third-party claims due to infringement unless the contractor was unaware and could not have known of such rights. All copyrights and other rights arising in the course of the contract are transferred to us unconditionally and without additional remuneration. We receive unlimited, exclusive rights of use. We may apply for patents for patentable developments.

#### **§ 11a Rights of use for software**

The contractor grants the client a non-exclusive, irrevocable, unrestricted, transferable, and fully paid-up right to use the software for its intended purpose, including resale or use in application service providing or outsourcing.

If the software is individually developed, the client receives exclusive, irrevocable, and unrestricted rights, including publication, reproduction, adaptation, and reuse.

### **§ 12 Limitation of liability / withdrawal**

Contractor claims for damages due to breach of duty or tort are excluded unless due to gross negligence or intent by us or our agents, or in case of injury to life, body, or health. If the contractor suspends or terminates collaboration during development, all resulting costs are borne by them.

### **§ 13 Confidentiality, data protection**

Both parties agree to keep non-public information confidential and not to use it for their own or third-party purposes. The contractor must observe telecommunications secrecy and data protection laws, especially regarding personal data. All documents provided remain our property and must be returned or destroyed upon request. The contractor must inform their staff and subcontractors that we may collect and process their personal data. Use of our name as a reference requires our prior written consent. These obligations remain in force after the contract ends.

### **§ 14 Foreign trade regulations**

The contractor ensures compliance with all applicable export laws and obtains necessary permits at their own expense.

They must provide:

- Customs Tariff Numbers
- Country of origin
- Relevant export documentation (weight, tariff code, VAT ID)

### **§ 15 Declaration of commitment to comply with the minimum wage**

The contractor guarantees compliance with the German Minimum Wage Act by themselves and their subcontractors.

Upon request, proof of payment must be provided. The contractor indemnifies us against all related claims and penalties.

Any suspicion of non-compliance must be reported to us immediately.

### **§ 16 Final provisions**

German law applies. Place of jurisdiction is Bad Sobernheim. Place of performance is the specified delivery address; for payments, it is Bad Sobernheim.

If any provision is invalid, the validity of the remaining provisions remains unaffected.

Bad Sobernheim, January 26, 2018