

§ 1 General - Scope , Code of Conduct, Minimum Wage

1. These Terms and Conditions of Purchase shall apply exclusively. We do not recognise any terms and conditions of the contractual partner (hereinafter referred to as CP) that conflict with or deviate from these Terms and Conditions of Purchase. Deviating terms and conditions of the CP shall not apply even if they are contained in a confirmation letter of the CP subsequent to our order and we do not object to it. Our silence shall in any case be deemed to be a rejection. These Terms and Conditions of Purchase shall also apply if we accept the CP's delivery without reservation or make payments on invoices issued in the knowledge that the CP's terms and conditions conflict with or deviate from our Terms and Conditions of Purchase.

In the event of contradictions in the preceding mutual contractual declarations or letters of confirmation, the contract shall in any case be concluded on our terms and conditions of purchase through the performance of the delivery or other fulfilment services of the CP.

2. Unless otherwise stated in the contract or in these General Terms and Conditions of Purchase, (declarations of) intent shall be made in text form within the meaning of Section 126b of the German Civil Code (BGB).
3. Our Terms and Conditions of Purchase shall only apply to entrepreneurs, legal entities under public law or a special fund under public law.
4. Our Terms and Conditions of Purchase shall also apply to all future transactions with the CP.
5. The requirements of the "Business Conduct Guidelines of the Trips Group" and the "Code of Conduct for Trips Suppliers", as amended from time to time, shall apply as integral parts of the contract. These can be found at www.trips-group.com and define the expectations of the Trips Group as to how participating business partners are to behave within their corporate activities with regard to sustainability. The delivery of the ordered goods is at the same time the confirmation that the supplier acknowledges and complies with the "Business Conduct Guidelines of the Trips Group" and the "Code of Conduct for Trips Suppliers". Trips is entitled to carry out or have carried out a sustainability audit at the supplier's premises after prior notification. The supplier is obliged to fully cooperate. The costs for the audit shall be borne by the supplier.

6. The CP guarantees that the CP will comply with the provisions of the German Minimum Wage Act (MiLoG) as amended from time to time. The CP also guarantees that the CP will only use subcontractors or personnel leasing companies for the fulfilment of the contract if they have given the CP a written assurance with the above content and have also given a written assurance that they will in turn demand this assurance from other subcontractors or personnel leasing companies to be commissioned.

In the event that a claim for payment of the minimum wage is made against the Principal by an employee of the CP or by an employee of a subcontractor used, irrespective of the degree, or by a staff leasing company like a guarantor in accordance with § 13 MiLoG in conjunction with § 14 of the Employee Posting Act, the CP shall indemnify Trips from these claims already now.

The indemnification claim shall become due as soon as one of the aforementioned claims is asserted against the client. Trips shall be entitled to terminate the contract without observing a notice period if Trips is held liable under its guarantor liability pursuant to section 13 of the German Minimum Wage Act (MiLoG) in conjunction with section 14 of the German Employee Posting Act (Arbeitnehmerentendegesetz) in the context of the services to be rendered under this contract.

Furthermore, the CP shall be liable to Trips for any damage incurred by Trips due to the CP's failure to comply with the aforementioned assurance. The CP is obliged to provide Trips at any time upon request with timesheets (also retrospectively), the wage statement based thereon and proof of proper payment of the employer's social security contributions to the social security institutions.

§ 2 Documents from Trips / Confidentiality

1. We reserve the property rights and/or copyrights to illustrations, drawings, calculations and other documents which we have handed over to the CP.
2. The CP is obliged to keep all company and business secrets of Trips GmbH and all companies of the Trips Group affiliated with it pursuant to §§ 15 ff. AktG (German Stock Corporation Act) as well as everything he learns and receives for us on the occasion of and/or in connection with his business relationship, irrespective of the form or type. This applies in particular to all illustrations, drawings, calculations and other documents as well as information and facts which he has received from us. This obligation to maintain secrecy does not apply if the information is neither obvious nor generally accessible or if we have given our written consent to this. The duty of confidentiality shall also not apply if and to the extent that statutory duties of disclosure exist. In case of doubt, the CP is obliged to maintain secrecy.

3. All information and documents pursuant to paras. 1 and 2 may be used exclusively within the framework of the contract initiation and for the implementation of the respective contractual relationship. If a contractual relationship does not come into being or ends, the obligation to maintain secrecy pursuant to para. 2 shall continue to apply and the documents provided shall be returned to us without being requested to do so.
3. The CP shall have no right of retention to the information and documents provided to it in accordance with paras. 1 and 2.

§ 3 Offer by VP

1. Insofar as we request the CP to submit an offer (invitatio ad offerendum), the CP shall be bound by the submitted offer for 4 weeks after receipt by us. The CP may specify a longer, but not a shorter acceptance period in its offer. The CP is not entitled to demand remuneration for the preparation of an offer or cost estimate.
2. If the offer deviates from the content of our request, the CP must expressly point this out, stating the respective deviating individual item.
3. We are free to accept the CP's offer.

§ 4 Offer through Trips (order)

If the CP deviates from the content of our order in its order confirmation, § 3 para. 2 and shall apply accordingly. For acceptance by us, § 3 para. 1 shall apply accordingly.

§ 5 Prices - Terms of payment

1. The agreed prices are binding and represent a fixed price. Any changes in metal prices from the time of conclusion of the contract shall not entitle the CP to increase the agreed price. Unless otherwise agreed in writing, the price includes delivery DDP Incoterms 2020 (Delivered Duty Paid) to 97506 Grafenrheinfeld, Germany. Any storage costs incurred are included in the price.
2. Unless otherwise stated in the contractual agreement, the statutory value added tax is included in the price.
3. Invoices received by us or equivalent payment statements which comply with the VAT regulations and allow us to deduct input tax are payable within 14 days of the due date with a 3% discount. The term of payment is 45 days without deduction after the due date and receipt of an invoice.
4. We shall be entitled to rights of set-off and retention within the scope of the statutory provisions.
5. A right of retention of the CP due to any claims against us is excluded unless the counterclaim is based on the same contractual relationship.

§ 6 Technology, correspondence, necessary information , documentation

1. The subject matter of the contract complies with the relevant German or European standards (DIN/EN). The contractual items must have a CE mark and a CE declaration of conformity from the manufacturer.
2. For the delivery of machines, components, installations, maintenance and assembly, the scope of services also includes the documentation customary in the industry in electronic and paper form. The documentation must comply with the recognised rules of technology as well as the relevant standards and statutory provisions at the time of delivery (in particular the EC Machinery Directive as far as applicable). The documentation shall be delivered in electronic and paper form.
3. The CP must state our order number in full on all documents (shipping documents, delivery notes, fax, e-mail, etc.) relating to the subject matter of the contract. If the CP does not state the order number, we shall not be at fault in the event of delayed processing. In particular, we shall not be in default of payment if our order number is not stated on invoices or requests for payment.

§ 7 Foreign trade law, substance bans, dangerous goods

1. The CP is responsible for ensuring that the delivery item can be imported into Germany; it must fulfil and comply with all the legal and official requirements and regulations necessary for this at its own expense, as well as obtain permits and provide all the necessary information and documents and carry out actions.
2. The CP is obliged to inform us immediately and in detail in writing of all possible authorisation requirements for (re-)exports in accordance with export and customs regulations, in particular German, European and US regulations as well as export and customs regulations of the country of origin of the goods and services and to provide all information and documents necessary for the export without delay.
3. The CP shall provide all necessary proofs of origin with all the required details in compliance with the statutory provisions and make them available to us without delay, duly signed. The same shall apply to proofs for VAT purposes in the case of foreign and intra-Community deliveries.
4. The CP shall in particular provide the following information in offers, order confirmations and delivery notes:
 - Indication whether the delivery item is subject to export authorisation and the relevant list item number according to German export

law;

- Indication of a possible coverage of its product under the US CCL and the corresponding list number;
- Indication whether the ordered goods are subject to export authorisation according to the applicable EC Dual-Use Regulation and the corresponding list item number;
- Commodity code/HS code;
- Country of origin of the goods.

In the event that we are not granted the export licence that may be required, we expressly reserve the right to withdraw from the contract.

5. Existing substance prohibitions resulting from legal standards must be complied with by the CP. The CP is in particular obliged to comply with the restrictions arising from national and international laws and the RoHs and REACH regulations; which it expressly guarantees by sending the delivery.
6. The CP is obliged to declare to us the substances contained in its products (with designation of the associated CAS numbers and weight proportions in the homogeneous material), insofar as these substances are listed, for example, in one of the following legal standards, e.g. :
 - Chemicals Prohibition Ordinance,
 - End-of-Life Vehicles Ordinance,
 - Electrical and Electronic Equipment Act,
 - CFC Halon Prohibition Ordinance,
 - Ceramic Fibre Regulation.
7. Information about hazardous goods must be provided in the order confirmation and the delivery note. Safety data sheets must be provided. The goods must be packed and labelled in accordance with the applicable regulations and the documents must be prepared in accordance with the type of transport.

§ 8 Delivery date - Delivery

1. The agreed delivery dates/periods are binding for the CP. The date of receipt by us and not the date of dispatch shall be decisive for compliance with the delivery dates/periods.
2. The CP is obliged to inform us immediately in text form if circumstances arise or become apparent to him which indicate that the stipulated delivery time cannot be met.
3. In the event of a delay in delivery, we shall be entitled to the statutory claims without restrictions. In particular, we shall be entitled to demand damages in lieu of performance and rescission after the fruitless expiry of a reasonable period.
4. If a binding delivery time has not been agreed, we are entitled to request the CP to deliver within a reasonable period. As of the expiry of the set deadline, the CP shall be in default of delivery.
6. Unless otherwise agreed in writing, delivery shall be made DDP Inconterms 2020 (Delivered Duty Paid) to 97506 Grafenrheinfeld.
7. The CP is only entitled to partial, excess or short deliveries or early deliveries if this has been agreed or we have consented to the delivery.
8. The return of the packaging/pallets requires special agreement, unless an exchange (e.g. for Euro pallets, KTG drums) is customary. The return shall be at the VP's expense.

Delivery and shipping instructions as well as material specifications regarding packaging specified by us are to be observed by the CP. The packaging shall be limited to the extent necessary to protect the item. The packaging must in particular ensure protection against damage, contamination and moisture during transport and storage.

§ 9 Duty to inform VP - Right of termination/rescission

1. We may refuse the performance incumbent upon us if it becomes apparent after conclusion of the contract that our claim to counter-performance is jeopardised by the CP's inability to perform. The right to refuse performance shall not apply if the counter-performance is effected or security is provided for it.
2. We shall be entitled to set a reasonable deadline within which the CP shall, at its discretion, either effect counter-performance or provide security concurrently with the performance. After unsuccessful expiry of the deadline, we may withdraw from the contract. Sections 323 of the German Civil Code (BGB) shall apply.
3. A deadline pursuant to para. 2 is not required if the Merchant has made a statutory declaration in lieu of an oath or if insolvency proceedings have been filed against his assets, insolvency proceedings have been opened against his assets or insolvency proceedings have been dismissed for lack of assets.
4. The Merchant is obliged to inform us immediately if he has made a statutory declaration in lieu of an oath or if an application has been made to open insolvency proceedings against his assets.

§ 10 Incoming inspections, defect investigation

1. In the case of a purchase contract or a contract for work and materials, we shall check immediately upon receipt of the delivery whether it cor-

responds to the ordered quantity and type, whether there is any externally recognisable transport damage or obvious externally recognisable defects.

2. If we discover a defect during the inspections according to para. 1, we will report it. If we discover a defect later, we will report it.
3. Notification of defects may be given within 1 month of delivery or performance in the case of obvious defects. Hidden defects which only become apparent later or e.g. during commissioning may be notified within the limits of § 13 para. 1.
4. We have no further inspection and notification obligations other than those specified in paras. 1-3.

§ 11 Acceptance

1. If acceptance is contractually agreed or provided for by law, it shall be carried out in the presence of both parties to the contract. A fictitious acceptance is excluded.
2. If a defect is discovered during acceptance, the CP must immediately restore the defect-free condition and request a new acceptance. In the event of insignificant defects, we may not refuse acceptance; the CP must remedy the defect identified in each case without delay.

§ 12 Liability for defects

1. The warranty period for defects is 36 months from delivery or, if acceptance has been agreed, from acceptance. In the case of deliveries to places where the ordering party carries out orders outside its workshops, the limitation period begins with the acceptance by our ordering party, at the latest 24 months after the transfer of risk. The limitation period of § 479 BGB (recourse claims) remains unaffected by this.
2. We shall be entitled to the statutory claims for defects without any restrictions; in any case we shall be entitled to demand from the CP, at our discretion, rectification of the defect or delivery of a new item. This shall also apply if the inspection has been limited to random samples. We expressly reserve the right to claim damages, in particular the right to claim damages in lieu of performance. Limitations of the warranty rights for defects must be in writing.
3. The CP shall bear all costs associated with the rectification of the defect in full, in particular also any installation and removal costs. If the subject matter of the contract was taken by us to another location, the CP must fulfil its warranty obligations at this location at our discretion; the CP shall also bear all related costs.
4. We are entitled to remedy the defect ourselves at the VP's expense if there is imminent danger or if there is a particular need for urgency (e.g. in order to avoid the occurrence of further damage that is disproportionately high compared to the subject matter of the contract) and it is not possible to set a deadline for remedying the defect.
In this case, we are obliged to inform the CP immediately, which can be done without any formalities.
5. The aforementioned rights shall become statute-barred at the earliest one year after notification of the defect, but in no case before the expiry of the limitation period specified in § 13 para. 1.

§ 13 Product liability - indemnification - liability insurance cover

1. Insofar as the CP is responsible for damage in accordance with the Product Liability Act, it shall be obliged to indemnify us against claims for damages by third parties upon first request if the cause of the damage lies within its sphere of control and organisation and it is liable itself in the external relationship. If the fault falls within the VP's area of responsibility, he shall be exclusively and fully liable in the internal relationship.
2. Within the scope of liability for cases of damage within the meaning of para. 1, the CP is also obliged to reimburse all possible expenses, costs and fees arising from or in connection with a recall campaign carried out by us. We shall inform the CP without delay of the content and scope of the recall measures to be carried out - insofar as this is possible and reasonable - and give him the opportunity to comment. Other statutory claims shall remain unaffected.
3. The CP is obliged to maintain a product liability insurance with an insured sum of at least € 10 million per personal injury/property damage - lump sum - and to maintain it during the product liability period; if we are entitled to further claims for damages, these shall remain unaffected.

§ 14 Property rights

1. The CP guarantees that no rights of third parties (e.g. copyrights, trademark rights, patent rights) are infringed in connection with the delivery or service.
2. If claims are asserted against us by a third party due to an infringement of rights with regard to the CP's delivery or service, the CP shall be obliged to indemnify us against these claims upon first written request. The CP shall be liable unless it is not at fault for the infringement of the rights. The CP must prove that it is not at fault.

We are not entitled to make any agreements with the rights holder - without the CP's consent - in particular to conclude a settlement, if the

CP has not given its consent to this.

3. The CP's obligation to indemnify shall also apply to all expenses, costs, fees, etc., necessarily incurred by us from or in connection with a claim by a third party. The CP's indemnification obligation also applies to all expenses, costs, fees, etc. that necessarily arise for us from or in connection with the claim by a third party.
4. The period of limitation is 3 years from the date of delivery.

§ 15 Public liability insurance

The CP is obliged to take out and maintain for the duration of the warranty period a public liability insurance policy with an insured sum per claim of at least 10 million euros for personal injury and property damage and 2 million euros for financial loss. At our request, the CP must submit a corresponding insurance policy as proof at any time.

§ 16 Retention of title - Provision - Tools by Trips

1. Insofar as we provide parts or materials to the CP, we reserve ownership of these. Processing or transformation by the CP shall be carried out for us. If our reserved goods are processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of our object to the other processed objects at the time of processing.
2. If the item provided by us is inseparably mixed with other items not belonging to us, we shall 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 items at the time of mixing. If the mixing takes place in such a way that the CP's item is to be regarded as the main item, it shall be deemed agreed that the CP transfers co-ownership to us on a pro rata basis; the CP shall keep the sole ownership or the co-ownership for us.
3. We retain ownership of tools, computers, etc. that we have made available to the CP. The CP is obliged to use the tools exclusively for the production of the deliveries and services ordered by us.
4. The CP is obliged to insure the items belonging to us at replacement value against fire, water and theft damage at its own expense. At the same time, the CP hereby assigns to us all compensation claims arising from this insurance; we hereby accept the assignment. The CP is obliged to carry out any necessary maintenance and inspection work on our objects and tools as well as all maintenance and repair work at its own expense and in good time. He must notify us immediately of any malfunctions; if he culpably fails to do so, claims for damages shall remain unaffected.
4. Insofar as the security rights to which we are entitled pursuant to § 17 exceed the gross purchase price of all our reserved goods not yet paid for by more than 10%, we shall be obliged to release the security rights at our discretion at the CP's request.

§ 17 Retention of title of the contractual partner

The transfer of ownership of items to us shall be unconditional and without regard to the payment of the corresponding remuneration. In any case, all forms of extended or prolonged retention of title are excluded, so that any retention of title effectively declared by the CP only extends to the items delivered to us. We acquire complete, unconditional, unencumbered ownership of the subject matter of the contract including source code. The CP shall have no right of retention.

§ 18 Intellectual property

- (1) The results of the work on the subject matter of the contract, e.g. documents, drawings, plans, licences, CAD templates, in each case including files and dwg files and software programmes including source code, shall become our property upon their creation, namely in their respective processing state, and shall be handed over to the CP at any time upon request in their entirety in the original without know-how protection with a detailed description. The CP shall not be entitled to a right of retention. The CP shall keep the results for us until they are handed over. Trips is entitled to the exclusive and transferable right to use, change and publish or exploit the results as it wishes, also in a form processed by it. The CP is not entitled to any rights of any kind and on any legal grounds whatsoever to the results of the work and the subjects of the contract.
- (2) If the results contain protectable inventions or findings, we shall be entitled to apply for industrial property rights in any countries at our discretion and in our name - naming the inventor in accordance with the respective applicable statutory provisions - to maintain such rights or to drop them at any time. The industrial property rights arising on the basis of such applications shall belong to Trips.
- (3) The CP undertakes to ensure that any inventions or findings arising in the course of work on the subject matter of the contract are transferred to us at no cost to us.

§ 19 Software delivery or development

- (1) Software shall be delivered on commercially available data carriers in machine-readable object program form together with application documentation in electronic and paper form.
- (2) In the case of software development, the scope of services shall additionally include the delivery of the software on commercially available data carriers in machine-readable source program form and the documentation of the program development in electronic and paper form as well as manufacturer documentation; this shall also apply to subsequent changes or updates. The source programme shall be supplied in the programming language specified in the invitation to tender with detailed comments. Comments shall be written in the specified national language. Technical terms specified by us or by the customer shall be used. Source and object programs as well as documentation shall be handed over upon acceptance and shall correspond to the program status at the time of acceptance. If software is subsequently adapted or updated, the source and object programs as well as the documentation, including references to changes, shall be delivered subsequently without being requested to do so. The respective current source and object programs can be requested at any time.

§ 20 Suspension

1. We are entitled to interrupt the order at any time by notifying the CP in text form. This interruption shall have no effect on the CP's contractual obligations. From the suspension up to a maximum of 3 months, the CP shall neither make claims for compensation of additional costs nor demand changes to the delivery times.
2. Upon receipt of a request to this effect from us, the CP shall immediately interrupt the work on the subject matter of the contract to the extent stated and shall cease ongoing work on the subject matter of the contract as well as carefully maintain materials, supplies and equipment already available at the CP.
3. We have the right to cancel this interruption of the work on the subject matter of the contract in whole or in part at any time by notifying the CP in text form. The CP shall thereupon resume the work on the subject matter of the contract, the interruption of which has been lifted, on the date stated with the necessary care.

§ 21 Prohibition of assignment

The CP is not entitled to assign claims against us to third parties without our written consent.

§ 22 Place of jurisdiction - place of performance - applicable law

1. If the CP is a merchant, a legal entity under public law or a special fund under public law, our registered office in 97506 Grafenrheinfeld, Germany is agreed as the exclusive place of jurisdiction for all claims arising from or on the basis of this contract. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who have moved their place of residence or habitual abode outside Germany after conclusion of the contract or whose place of residence or habitual abode is unknown at the time the action is brought. However, we are also entitled to sue the CP at the court of his place of residence.
2. Arbitration agreements require our express written consent to become effective.
3. Unless otherwise stated in the order, our registered office shall be the place of performance.
4. The legal relationship between the parties shall be governed exclusively by German law to the exclusion of private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.