



General Terms of Purchase (as of 07/2024)

§ 1 General

(1) Our Terms of Purchase shall apply to the following companies of the Micro-Epsilon group:

- Micro-Epsilon Messtechnik GmbH & Co. KG,
Königbacher Straße 15, 94496 Ortenburg
- Micro-Epsilon Optronic GmbH,
Lessingstraße 14, 01465 Dresden-Langebrück
- Micro-Epsilon Eltrotec GmbH,
Manfred-Wörner-Straße 101, 73037 Göppingen
- INB Vision GmbH,
Brennekestraße 20, Zenit Technology Park II, 39118 Magdeburg
- MICRO-EPSILON Ceramics GmbH,
In den Folgen 39, 98693 Ilmenau.

Our Terms of Purchase shall apply exclusively and shall be effective only in relation to corporations (§ 14 BGB - German Civil Code).

(2) Any conflicting conditions or those conditions by Supplier which deviate from our conditions shall not be accepted; this shall also apply for the unconditional acceptance of the delivery. We do not accept conflicting conditions even if we do not explicitly object to the same or if we make reference to the contractual partner's letter making reference to its conditions. Our Terms of Purchase shall also apply for all future business with the Supplier, even if they are not once again explicitly included.

(3) These General Terms of Purchase shall be subordinate and supplementary should special conditions deviating from these conditions be agreed upon for a specific order.

§ 2 Compliance with legal requirements

(1) The Supplier shall comply with all applicable statutory provisions, regulations and guidelines (in particular the German Civil Code [BGB], German Commercial Code [HGB], the REACH Regulation and the RoHS Directive). The Supplier shall indemnify us against all third-party claims relating to any violation of statutory provisions, regulations and/or guidelines by the Supplier. The latest versions of the regulations and guidelines cited by us shall be applicable. The Supplier can ask for our company standards and guidelines, which form the basis of the contract, at any time if these are not in its possession; their latest versions shall likewise be authoritative. If the Supplier provides deliveries or services on our premises, the Supplier shall additionally be obligated to comply with instructions issued by our employees regarding safety, environmental protection and fire safety.

(2) The Supplier is obliged to comply with the applicable regulations for substance restrictions and not to use prohibited substances. Substances classified as harmful or hazardous substances according to the applicable regulations shall be specified by the Supplier without prompting. Hazardous substances and goods must be packaged, labeled and dispatched in accordance with national and international regulations. Information in accompanying documents must comply with the respective national regulations. The Supplier is responsible for ensuring that its sub-contractors too comply with these duties. It shall be liable for all damages and expenses incurred due to a violation of its duties. Shipments that cannot be accepted due to a violation of these duties will be kept in storage at the Supplier's cost and risk. We shall be entitled to determine the contents and condition of such shipments.

§ 3 Order

(1) Supplier shall be obligated to accept our order within 14 days unless other binding periods are agreed upon in the individual case. Otherwise, we are no longer bound to the order.

(2) Call-offs can also be affected via data transmission.

§ 4 Prices, Payment and Delivery Terms

(1) The price indicated in the order shall be binding. It shall not include statutory value-added tax, unless stipulated otherwise.

(2) Unless expressly agreed otherwise, deliveries shall be made to our registered office (DDP Incoterms 2020) or to the destination specified in the order (DDP Incoterms 2020). Charges for transport insurance are not to be invoiced because we are self-insured.

(3) We shall be entitled to rights of set-off and retention to the statutory extent.

(4) We shall pay within 14 days after the date of invoice, with a 2 % discount or within 30 days after the date of invoice, we shall pay net. Payment deadlines and discount periods shall begin from the date of receipt of invoice, but not before the goods are delivered or the service is provided and accepted or all contractual documentation or other documents are handed over. The Supplier's payment terms shall apply if these are more favorable without the Supplier's General Terms of Business being otherwise accepted.

(5) Interest after due date on amounts unpaid cannot be claimed. In any case, we shall be entitled to prove that any damage caused by delay is lower than that claimed by the Seller.

§ 5 Delivery Period and Default of Delivery

(1) The delivery period indicated in the order shall be binding.

(2) If circumstances occur or are identified which could result in a delay in delivery, the Supplier is obliged to inform us immediately in writing or in text form.

(3) In case of default of delivery, we shall be entitled to demand a flat-rate default damage in the amount of 1.5 % of the delivery value per completed week; however, we can only claim a maximum of 5 % as a flat rate. Supplier shall have the right to prove to us that no or a considerably lower damage has been incurred. More far-reaching statutory or contractual claims (especially damages for violation of duties) shall be reserved.

(4) Every delivery must contain a delivery note and a packing slip (if shipped, the name/address of the shipping company and the name of the ship must be specified). The order reference and the details regarding the unloading point provided by us must be fully cited in all documents (particularly invoices and delivery notes, dispatch notes, packing slips and consignment notes as well as on external packaging).

(5) The unconditional acceptance of a delivery or service that is delayed does not imply the relinquishment of claims for damages owed to us, or any contractual penalty incurred, as a result of the delay in delivery or service. This shall apply till the fee owed to us for the concerned delivery or service is paid in full.

§ 6 Quality, Documentation, Availability of Spare Parts

- (1) The Supplier warrants that his deliveries are carried out in conformance with the generally accepted rules of technology (including the applicable DIN standards), the safety instructions, the relevant legislative regulations and the agreed or ensured technical data (specifications).
- (2) The supplier shall perform quality assurance procedures according to the appropriate nature and extent and according to the generally accepted state of technology and shall provide evidence for it upon our request. For all supplied goods, the Supplier shall perform a documented inspection of the goods before delivery with respect to the required characteristics which are essential for the correct function. Upon request by us, the Supplier shall conclude a quality assurance agreement with us.
- (3) The Supplier undertakes to inform us insofar as goods or products are subject to obsolescence or have only a limited service life or shelf life (in particular varnishes, pastes, adhesives, etc.). The Supplier guarantees that these goods or products still have at least 80 % of the minimum shelf life recommended by the manufacturer according to the data sheet upon delivery. If this is not the case, we may refuse to accept the delivery and may return the goods or products to the Supplier at the Supplier's expense and risk, and demand a new delivery. Warranty claims remain unaffected by this.
- (4) In circumstances where the supplier notices that his deliveries do not meet the agreed requirements, neither in total nor in part, the supplier is obliged to inform us immediately in writing or in text form.
- (5) In cases where the supplier intends to amend any details regarding the deliveries or production process, such as deviations from specifications, materials, dimensions, manufacturing methods, site of production, transfer of production to third parties etc, the supplier is obliged to inform us in writing or in text form before implementing these changes. Amendments and modifications by the supplier are at any time subject to our prior agreement in writing.
- (6) The Supplier guarantees to make spare parts available to us for at least 10 years after the final delivery of the respective contractual item, whereby functional comparable or compatible solutions may be permissible after prior consultation with us.
- (7) If the Supplier discontinues the supply of spare parts, it shall inform us of this without undue delay after becoming aware thereof, but at least 1 year before discontinuation, and shall grant us the possibility of a final order ("last buy").

§ 7 Examination of Defects

- (1) Excluded shall be an obligation of complaint on our part pursuant to § 377 HGB (German Commercial Code) for non-obvious defects. We shall be obligated to the minimum control on the basis of the delivery note and for transport damages; Supplier shall be obligated to perform final goods control.
- (2) In the event that no quality assurance agreement exists or in the event of obvious defects, our complaint shall be considered on-time if it is received at the Supplier's within 7 working days, counted from the date the goods are received or, in case of hidden defects, as of the time of detection. As far as in the individual case, the „immediate period“ under § 377 HGB should be longer than 7 working days, this longer period shall apply.

§ 8 Liability for Defects and Warranty of Title

- (1) We shall be entitled to the full extent of all statutory rights in case of material defects and warranties of title. In case of defects, we shall be entitled, in particular, to demand at our option a remedy of defects or the delivery of non-defective goods; Supplier shall bear fully the costs required for it. Furthermore, we shall be entitled to the statutory damage claims without reductions and unrestricted. The costs of subsequent performance to be reimbursed by the Supplier under § 439 (2) BGB shall include the costs of locating the defect as well as sorting costs.
- (2) A limitation period of 3 years as of delivery shall apply, unless longer periods are required by law. As far as the delivery object is newly delivered within the scope of subsequent performance, the period of limitation shall begin anew if it is considered an acknowledgement of the duty of subsequent performance.

The same shall apply in case of subsequent improvement for the improved part of the delivery object.

- (3) In urgent cases (pending danger or special need for speed), we shall be entitled to remedy the defects on our own at the Supplier's costs. An urgent case applies if it is no longer possible to inform the Supplier and to set him an (although short) period for subsequent performance.

§ 9 Provision and Reservation of Ownership

- (1) As far as we provide parts at the Supplier's, we shall reserve ownership therein.
- (2) The reservation of ownership shall also extend to the full value of those products which are created by processing or modification of our goods, with these actions performed for us so that we are considered the manufacturer. If the ownership right of third parties remains in existence during the processing or modification with their goods, we shall acquire co-ownership in relation to the objective value of these goods. Upon mixing or combination of our goods with other objects, we shall also acquire co-ownership at the above described proportion. If the process occurs in such a manner that the product of the Supplier is to be considered as the principal thing, it shall be agreed that the Supplier assigns to us a proportional co-ownership. The manufacturer shall safeguard our property with the customary care in the industry.
- (3) As far as the estimated value of our security rights exceeds the value of the secured claims by more than 50 %, the excess security rights will become free. We shall decide on their selection.
- (4) As far as the Supplier's rights of reservation of ownership are concerned, the Supplier's conditions shall apply with the proviso that ownership to the goods will devolve on us on payment and accordingly, the extended forms of the so-called current account retention and multiple reservation will not apply.
- (5) The Supplier can demand the return of goods on grounds of reservation of ownership only after it withdraws from the contract.

§ 10 Product Liability, Indemnification and Liability Insurance

- (1) If claims are lodged against us – due to a defect of the goods delivered by the Supplier – under manufacturer's liability, product liability or on the basis of other liability facts, Supplier shall release us from the liability resulting from the defect, as far as Supplier is responsible for the defect. In this case, release shall be provided upon first request.
- (2) In this context, Supplier shall also be obligated to reimburse any expenditures which result due to or in connection with a recall action, according to §§ 683, 670 BGB or, respectively, §§ 830, 840, 426 BGB. Within the scope of reasonableness and possibility, we shall advise the Supplier immediately of the contents and extent of the action. More far-reaching legal claims shall be reserved.
- (3) If claims are lodged otherwise against us – due to a defect of the goods delivered by the Supplier – we shall be entitled to the full extent of the recourse claim against the Supplier under § 478 BGB; an exception thereof shall only exist if we had been awarded beforehand an equivalent compensation for the recourse claim.
- (4) Supplier shall take out a corresponding liability insurance to secure these claims, with a flat rate coverage sum of at least 5 million euros per personal/material damage.

§ 11 Third-Party Rights, Property Rights

- (1) It shall be the Supplier's responsibility that no rights by third parties will be culpably breached in connection with his supply.
- (2) If third parties lodge claims against us in this respect, Supplier shall be obligated to release us from these claims. The release shall be upon first request.
- (3) This obligation of release shall also relate to all expenditures which we incur by necessity from or in connection with the claim by a third party.
- (4) Unless a longer period is provided by the law, the limitation period for these claims shall be 3 years and begins with the delivery of the delivery item.

(5) Any technical documents, design drawings and similar company documents, tools, samples, etc. provided by us shall remain our property. We reserve all rights to such information (including copyrights and the right to apply for industrial property rights, such as patents, utility models, mask work rights, etc., hereinafter collectively referred to as "property rights"). After termination of the cooperation, the Supplier shall return to us unprompted all aforementioned documents, tools, samples, etc., including all duplicates made.

(6) Products which are or will be manufactured according to technical documents, design drawings and similar company documents, tools, samples and the like provided by us or according to our confidential information may neither be used by the Supplier itself nor offered or delivered to third parties. We reserve all rights to such products. Possible industrial property rights resulting from such products shall be claimed by the Supplier from the respective inventors and transferred to us.

§ 12 Secrecy

(1) If a separate non-disclosure agreement has been concluded with the Supplier, the provisions therein shall apply. If no separate non-disclosure agreement is in force, the following provisions alone shall apply.

(2) The Supplier undertakes to treat as confidential and not to disclose to any third party any and all information which is not in the public domain and which it has obtained in the course of its cooperation with us. This includes in particular business secrets within the meaning of § 2 No. 1 of the German Trade Secrets Protection Act (GeschGehG) as well as all information which we or companies affiliated with us disclose to the Supplier or of which the Supplier becomes aware, irrespective of the information's form, how it is transmitted or whether it is marked as "confidential" or "secret".

(3) Confidential information also includes copies, summaries, results and analyses of information based on confidential information, information from or about our customers, and information regarding the existence and content of discussions or negotiations between us and the Supplier.

(4) The obligation to maintain secrecy shall not apply to such information with regard to which the Supplier can prove that it is already generally known or that it becomes generally known without the Supplier breaching its obligation to maintain secrecy, or that it was already known to the Supplier upon receipt without an obligation to maintain secrecy, or that the Supplier lawfully received it from third parties without an obligation to maintain secrecy, or that the Supplier developed it independently without using the information provided by us.

(5) Any publication or disclosure of confidential information to third parties requires our prior written consent. In case of a breach of the aforementioned obligations, the Supplier shall be fully liable to us in accordance with statutory provisions.

(6) The obligations governed by this section shall continue to exist following termination of the cooperation, regardless of the manner in which the cooperation was terminated.

§ 13 Proof of Origin, Documents Referring to Value Added Tax and Export Restrictions, and Conflict Minerals

(1) Upon our request, the supplier shall provide all documents referring to proof of origin, including all details, duly signed and free of charge. The same applies to documents referring to Value Added Tax in the case of foreign or intra-Community supply.

(2) The Supplier shall comply with all requirements of the applicable national and international customs and foreign trade regulations. Where a delivery (in part or in total) is subject to export restrictions according to German or any other law, the supplier shall inform us immediately.

(3) Suppliers from member states of the European Union are obliged to provide a long-term supplier's declaration according to the valid European Regulations within 30 days from the day of order acceptance and after this each time within the first two months of subsequent calendar years in an unsolicited manner. In circumstances where this cannot be carried out for a single batch of supplied goods, the supplier shall provide certificates of origin no later than the time at which the invoice is issued.

(4) The Supplier is obliged to inform us in writing if the services owed are or include software or technologies which are subject to US export control regulations (EAR, ITAR), the EU Dual Use Regulation or the German Export List.

(5) The Supplier undertakes to deliver the delivery object in accordance with the provisions of Regulation (EU) 2017/821 of 17 May 2017 laying down supply chain due diligence obligations for Union importers of tin, tantalum and tungsten, their ores, and gold originating from conflict-affected and high-risk areas, and Section 1502 of the US Dodd-Frank Act. If conflict minerals are required in the course of manufacture or for the function of the products supplied by the Supplier, their origin must be disclosed. Upon request, the Supplier shall provide us and our affiliated companies with the required documentation on the use and origin of conflict minerals in full and without delay.

§ 14 Rescission and Joint and Several Liability

(1) Supplier's statutory right of rescission shall be neither excluded nor restricted. In the same manner, any statutory or contractual rights or claims to which we are entitled shall neither be excluded nor restricted.

(2) We shall be liable to the Supplier without restriction only for intent and gross negligence (also for our legal representatives and vicarious agents) as well as for injury of life, limb and health. We shall as well be liable without restriction when issuing guarantees and warranties if it is precisely a defect covered by them which causes our liability. There shall also be no restriction with regard to strict liability.

(3) In case of any other culpable breach of major contract obligations (cardinal obligations), our remaining liability shall be limited to the contract-typical foreseeable damage.

(4) Otherwise, liability shall be excluded for whatever legal reason (especially claims due to the breach of main or secondary contractual obligations, illicit acts, as well as other tortuous liability).

(5) The same (exclusions, limitations and exceptions thereof) shall apply for claims under culpa in contrahendo.

(6) In case of repayment of expenses this provision § 14 shall apply analogously.

(7) Any exclusion or limitation of our liability shall also apply for our legal representatives and vicarious agents.

(8) Any reversal of the burden of proof shall not be intended. Cardinal obligations shall be essential contractual obligations, i.e. such obligations which characterize the contract and which the contracting partner can rely on; it is a matter of essential rights and obligations, which are preconditions for execution of contracts and are essential to attain the scope of the contract. Essential to the contract are the duty to deliver on time and the freedom of goods from defects that impair their functioning or usability more than insignificantly as well as the duties to provide advice, protection and care that aim to protect the Purchaser or its personnel from material damage.

(9) The liability of the Supplier is regulated in the provisions §§ 8, 10 and 11 as well as in the law.

§ 15 Code of Conduct for Suppliers, Audits

(1) We expect our Supplier to live up to its social responsibility. The Supplier shall comply with all relevant statutory regulations, in particular the respective statutory regulations on the German Supply Chain Due Diligence Act (LkSG), on the treatment of employees, environmental protection and occupational safety. In addition, the Supplier undertakes to comply with our Code of Conduct for Suppliers. The current version of the Code of Conduct for Suppliers is available at <https://www.micro-epsilon.com/download/legal/Code-of-Conduct-for-Suppliers-en.pdf>.

(2) The Supplier shall also promote and demand compliance with the principles laid down in our Code of Conduct for Suppliers from its suppliers/business partners to the best of its ability.

(3) We are entitled to conduct audits at our Supplier's premises, in particular to ensure compliance with the Code of Conduct for Suppliers. The Supplier is obligated to cooperate in this process. The audits shall not disrupt the Supplier's normal business operations any more than is necessary and shall take place during the Supplier's regular business hours on dates agreed between the Parties.

(4) In the event that the Supplier violates the above clauses 1 to 3 and does not immediately cease this violation (despite being notified), we reserve the right to withdraw from the contract or to terminate the contract without notice. The assertion of further claims remains unaffected by this.

§ 16 Open Source Software

(1) The Supplier shall inform us in due time, at the latest along with order confirmation, whether its deliveries contain open source components. This means software, hardware or other information that is provided to any user royalty-free with the right to edit or distribute based on an appropriate license (e.g. GPL, LGPL, MIT, GNU). If the deliveries contain open source components, the Supplier shall comply with the obligations of all applicable open source licenses and grant us all rights and provide us with all information we require to comply with such license obligations.

(2) The Supplier shall inform us in writing in due time, at the latest upon order confirmation, if open source licenses used by the Supplier are subject to a copyleft effect which may affect our products if used as intended. This is the case if license terms of the open source components used by the Supplier specify that our products or works derived from them may only be redistributed under the terms of the open source license terms, e.g. by disclosing the source code.

(3) The use of open source components always requires our prior written consent. If Supplier does not notify us in due time that its deliveries and services contain open source components or are subject to a copyleft effect, we shall be entitled to revoke the order within 14 days after receipt of the corresponding written notification.

§ 17 Data Protection

(1) We shall handle all of the Supplier's data exclusively for business purposes and according to the requirements of the applicable data privacy provisions at the time. Insofar as this is necessary for business purposes, we are entitled to pass on the Supplier's personal data to companies in the Micro-Epsilon Group. Further details can be found in the data privacy statement available on our website.

(2) If the Supplier is given access to personal data in order to provide its delivery or service, all applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR), shall be bindingly observed. Personal data may only be processed and stored for the purpose of the services owed by the Supplier and only if this is absolutely necessary. The Supplier undertakes to protect all personal data using state-of-the-art methods. In addition, the Supplier shall obligate its employees to maintain data secrecy and instruct them on the data protection regulations to be observed. The Supplier must provide us with proof of this upon request.

§ 18 Place of Performance, Place of Jurisdiction, Applicable Law and Distribution of the Burden of Proof

(1) Our business seat shall be the place of performance for our obligations (especially for our payments). The place of performance for delivery and for our payments will be our business seat, unless stipulated otherwise.

(2) Our business seat shall be the place of jurisdiction for all court actions as far as the Supplier is a business person, a legal entity under public law or special assets under public law, if Supplier has his seat abroad or moves it there after contract conclusion. However, other allowed general or special places of jurisdiction shall also be open to us.

(3) With regard to all claims and rights under this contract, the non-harmonized law of the Federal Republic of Germany shall apply (BGB, HGB – German Civil Code, German Commercial Code). Explicitly excluded shall be the validity of the UN Purchase Right (CISG).

(4) The statutory or case law distribution of the burden of proof shall not be changed by any of the clauses stipulated in these conditions.

§ 19 Other Provisions

(1) Any changes of the contract can only become effective in agreement with us.

(2) Should individual provisions of these conditions be entirely or partly invalid or void, the remaining provisions shall remain unaffected thereby. The contracting partners shall be obligated to agree to a regulation by means of which the intent and purpose will largely be reached which the invalid or void provision had aimed at in the economic area.

(3) All terms and definitions used shall be neutral in gender; otherwise as well, no breach shall be intended regarding the Allgemeine Gleichbehandlungsgesetz (AGG) (German General Law of Non-Discrimination).