

1. General – scope

- (1) Our terms and conditions of purchase apply exclusively. Any contradictory conditions of purchase of the contractor or conditions of purchase of the contractor that deviate from our own terms and conditions of purchase shall not be recognised by us, unless we have agreed to the applicability of such conditions of purchase in writing. Our conditions of purchase shall also apply if we accept the contractor's delivery unconditionally despite our knowledge of the fact that the contractor's conditions of purchase are contradictory to our own or that they deviate from our own conditions of purchase.
- (2) Our conditions of purchase apply only to companies in the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB).
- (3) Our conditions of purchase shall also apply to all future business with the contractor.

2. Ordering – acceptance

- (1) Only those orders shall have validity, which have been issued by us in writing on an FEV ordering form and have been properly signed by us. Any alterations of the order or additions to the order must be made in writing.
If faulty goods are detected during the goods receipt inspection, a partial acceptance of fault-free goods shall be permissible. However, this partial acceptance shall not be regarded as a final acceptance in the meaning of section 640 German Civil Code. If the contractor's order performance is integrated into an overall performance of FEV towards an FEV end client, the acceptance of the contractor's performance shall only take place on the occasion of the acceptance of the overall FEV performance by the FEV end client. This shall apply without the need for any expressive explanation. The transfer of risk shall take place with the acceptance of the order performance/delivery.
- (2) If the contractor is unable to render the ordered performance or is unable to render the ordered performance exactly according to the order, he shall notify FEV immediately. If we have not received any such notification by the contractor within 5 working days from the placement of the order, our order shall be regarded as unconditionally accepted by the contractor.

3. Implementation

- (1) The contractor agrees to render his deliveries or performances according to state-of-the-art and accepted technical and scientific methods and rules as well as current safety provisions, current technical provisions, rules and regulations and other agreed technical specifications and other specifications.
- (2) He also agrees to use the know-how, which he already has and which he will gain during the contract period, in a way that the best possible result is achieved.

- (3) During the order processing, the contractor shall implement all action, which seems necessary for achieving the objective of the contract, at no additional compensation, even if such action was not specifically stated in the order description.
- (4) During the manufacturing process, the contractor shall notify us of technical alterations and other deviations from the agreed basic concept, which are necessary or beneficial in his opinion, and shall explain those alterations to us in detail. If such an alteration results in added costs or an extended deadline, the contractor shall point this out when submitting his proposal. FEV is solely responsible for making the final decision in this matter. The contractor's proposal is only regarded as accepted once it has been confirmed by us in writing. If the contractor's proposal results in added costs or an extended deadline, the proposal shall only become effective if both parties have concluded an additional written agreement regarding the compensation for the added costs and the changed deadline.
- (5) The contractor must not transfer the execution of the performances, which have been ordered by us, in part or fully to a third party without our expressive written agreement.
- (6) The place of performance is the delivery address as stated in our order, unless agreed otherwise.
- (7) The goods that are to be delivered shall be properly packaged and shipped. All packaging and shipment regulations must be adhered to. All deliveries must contain a delivery note or packing slip. Furthermore, all correspondence in connection with the delivery must contain the order numbers as well as the designations, which we have required in our order.
- (8) Otherwise, all applicable laws and regulations must be observed, especially the provisions of the German Civil Code.

4. Prices – payment terms

- (1) The price that is stated in the order is a fixed price, unless expressly agreed otherwise in writing. Unless agreed otherwise in writing, the price includes the DDP delivery according to INCOTERMS 2010, including packaging. If the contractor requires that FEV returns his packaging, a special agreement needs to be made.
- (2) We can only process invoices if they contain the order number and/or the ordering person according to the specifications that are contained in our order and in case that the invoices are transmitted electronically if they are sent to "sts-suppliers-invoices@fev.com". It must be possible to check the details specified above. If the details are not provided or if electronically transmitted invoices are sent to another email address, we cannot be held responsible for any delay in processing the contractor's invoice.
- (3) Unless otherwise expressly agreed in writing, we shall pay the agreed price within 60 days of receipt of the delivery or acceptance of the service and receipt of the invoice, or with 3% discount within 30

FEV Software and Testing Solutions GmbH – General Terms and Conditions of Purchase

- Hereinafter called 'FEV' -

As of date: 9th November, 2018

days of receipt of the delivery or acceptance of the service and receipt of the invoice net.

- (4) Partial payments must be expressly agreed in the order.
- (5) Payments made do not imply the acceptance of the contractor's delivered goods. All payments are subject to subsequent checks and possible claims of repayments plus interest.
- (6) The contractor is entitled to offsets against claims from us or to claim a right of retention if his claims are indisputable or his counterclaim is legally effective.
- (7) The contractor must not assign any rights in relation to the order without our prior written permission.

5. Delivery dates

- (1) The delivery date that is stated in the order shall be binding.
- (2) The contractor agrees to notify us in writing immediately of any circumstances that have occurred or that can be foreseen by him, which will result in exceeding the agreed delivery date. The contractor has no resulting entitlement to any extension of the delivery date.
- (3) If the delivery is delayed for reasons outside our control, we are entitled to claim a flat rate damage caused by delayed performance of 0.5% of the agreed price for every delay period of 7 days that has been entered into, but only up to a maximum of 5% of the agreed price, without requiring any additional proof of damage. However, the contractor shall have the opportunity to prove that we have not suffered any damage at all or only minor damage. Other entitlements of FEV according to law shall remain unaffected by the above.
- (4) If a delivery is likely to be delayed or has already been delayed, the contractor shall, on request, give us access to all relevant documents in connection with the order and provide us with the names of all respective subcontractors and suppliers. If we think this to be necessary, the contractor shall entitle us to contact all relevant subcontractors and suppliers directly in order to prevent any delayed delivery or to reduce the delay period to a minimum. The contractor shall retain the overall responsibility for the order.

6. Transition of risk – documents

- (1) Unless expressly agreed otherwise in writing, the delivery shall be carried out DDP according to INCOTERMS 2010, including packaging.
- (2) The contractor agrees to exactly state our order number and/or the ordering person on all shipment documents and delivery notes. If these details are not indicated, we cannot be held responsible for any delay in processing the contractor's delivery.

7. Inspection for faults – acceptance

- (1) We are required to inspect the goods for possible deviations with regard to quality and quantity as soon as we are able to do this during the proper course of our business, but at the latest within a period of 2 weeks after the proper goods receipt. We will notify the contractor immediately of any faults that we might detect. In this respect, the contractor shall waive his right to his defence of delayed complaint.
- (2) All performances of the contractor that allow an acceptance inspection are subject to such an acceptance. If the inspection of the contractor's performances requires the commissioning of the overall plant, the acceptance inspection shall only be carried out after the respective tests have been carried out successfully. Otherwise, the inspection period is 4 weeks, unless agreed otherwise. In this respect, the contractor shall waive his right to his defence of delayed complaint.
- (3) If the contractor delivers a performance that requires an acceptance inspection by us, the contractor agrees to notify us in writing of the required acceptance at least 14 days prior to the agreed acceptance date.

8. Warranty

- (1) Fault claims against the contractor shall become barred 24 months after the commissioning, but at the latest 3 years after proper delivery of the goods. The limitation period is put on hold by any written fault complaint.
- (2) If the correction of a fault by the contractor is delayed for reasons within the contractor's control, we are entitled to claim a flat rate damage for delayed fault correction of 0.5% of the agreed price for every delay period of 7 days that has been entered into, but only up to a maximum of 5% of the agreed price, without requiring any additional prove of damage. However, the contractor shall have the opportunity to prove that we have not suffered any damage at all or only minor damage. Other entitlements of FEV according to law shall remain unaffected by the above.
- (3) Additionally, the warranty regulations stipulated by law shall apply.

9. Liability – liability insurance

- (1) The contractor's liability is subject to the valid laws and regulations, especially those of the German Civil Code.
- (2) Regardless of any possible contractor's liability, the contractor agrees to take out a liability insurance with a minimum coverage that is commonplace for the industry and for a coverage sum of at least EUR 2.5 million, and to prove the existence of this insurance to us on request.
- (3) The contractor's insurance for the above coverage sum does not limit the amount of the contractor's liability.

10. Ownership – copyrights

- (1) At the transition of risk, the contractor's delivery or performance shall become the unrestricted property of FEV.
- (2) If drawings, EDP programmes, photographs and films as well as layouts for print media or other such documents are generated during the creation of the contractor's deliveries or performances, FEV shall have an exclusive right of use for all usage types, which shall be unrestricted with regard to time, location and content and shall be transferable and regarded as compensated by the agreed price.
- (3) If the contractor's deliveries or performances are protected by copyrights, the contractor shall grant us the exclusive, irrevocable and transferable right, which shall be unrestricted with regard to time, location and content, to use the delivery or performance for all usage types and without any additional compensation; this especially includes copying, distributing, displaying and altering or processing.
- (4) If usage rights that are protected by copyright, commercial protection rights, copyright-related legal positions as well as other written and machine-readable work results are generated during the creation of the contractor's deliveries or performances, FEV shall have an exclusive and unrestricted right of usage for these copyrights and work results, which shall be regarded as compensated by the agreed price. The contractor agrees to notify us about the existence of such an invention immediately and to discuss further steps with us. The contractor also agrees to claim possession of inventions made by his employees and possibly his subcontractors in a manner that he is entitled to transfer the rights for these inventions to us. If we register the invention for the purpose of obtaining a copyright, we shall bear the relevant costs for the registration and maintenance of the copyright.
If we decide not to file a registration for an invention or if we are no longer interested in an existing copyright, the contractor may pursue the registration or maintenance of the copyright at his own cost. However, in this case, we maintain a non-exclusive and transferable right of usage at no cost to us.
- (5) If the use of the deliveries or performances by us requires the use of the contractor's copyrights, which were in the contractor's possession prior to the rendering of the delivery or performance, the contractor shall grant us a non-exclusive and transferable right of usage for these copyrights, which shall be regarded as compensated by the agreed price.
- (6) The contractor shall ensure that the performances to be rendered by him are free of copyrights of third parties, which exclude or impair their usage by FEV, or that he has the right for the further transference of the relevant rights of usage.

11. Spare parts and readiness to deliver

- (1) The contractor shall guarantee that the delivery of spare parts is ensured for a period of time that corresponds to the normal technical use, but at least for 10 years after the acceptance of the last delivery of the delivery object. The contractor agrees to deliver these parts at reasonable conditions of purchase during this period.
- (2) If the contractor intends to stop the delivery of the spare parts after the above period has ended, he shall give us the opportunity to issue a final order. The same applies to any stop of spare parts delivery prior to the end of the above period. However, any such reorder by us shall not be regarded as a waiver of our claims for compensation.

12. Provision of materials by FEV

- (1) If we provide the contractor with information, documentation or objects in whichever form, these provisions are always lent.
- (2) Processing or reshaping of the provisions by the contractor is carried out on our behalf. If our provision is processed or mixed with other objects, which are not owned by us, we shall gain joint ownership of the new object to the degree of the value of our object (purchase price plus value added tax) in relation to the other processed objects at the time of processing.
- (3) If we provide the contractor with objects (samples, tools, etc.) for the fulfilment of his performances, the contractor agrees to use these provisions exclusively for the preparation of the performances or goods that have been ordered by us. The contractor agrees to insure our provisions at their new value against damage due to fire, water and theft at his own cost. At the same time, the contractor shall transfer all entitlement for compensation from this insurance policy to us. We hereby accept this assignment of compensation. The contractor agrees to carry out all necessary servicing, maintenance and inspection work at our provisions in due time and at his own cost. He shall notify us of possible disruption and faults immediately. If he culpably omits any such notification, our claims for compensation shall be unaffected.
- (4) We reserve any ownership rights and copyrights of information, images, drawings, calculations and other documents. The above material must not be made accessible to third parties without our expressive written permission. The above material may be used exclusively for the purpose of manufacturing goods according to our order. After the order has been processed, they shall be returned to us without further reminder. They shall be kept confidential from third parties, and insofar the regulations of section 3 of this agreement shall apply.
- (5) If the security rights, which we are entitled to, exceed the purchase price of all our as of yet unpaid conditional commodities by more than 20%, we shall release our security rights at our own discretion on the contractor's request.

13. Confidentiality

- (1) The contractor agrees to keep all information, data and products of FEV and about FEV – regardless of their type and form – confidential. He also agrees to store them appropriately and not to make them available to third parties without the prior permission of FEV. The contact or cooperation itself between the contractor and FEV shall also be kept confidential. These confidentiality provisions shall remain in effect after the ordered delivery or performance has been rendered.
- (2) The confidentiality provisions do not apply to information, data, products and other documents, which are already in the public domain or which become publicly known without any breach of this agreement by the contractor. The confidentiality provisions become void if information, data, products and other documents, which were to be kept confidential, have become publicly known otherwise without any breach of this agreement by the contractor.
- (3) If we commit the contractor to sign a separate confidentiality agreement with us, our order will be placed subject to the reservation that we have received this separate confidentiality agreement with the legally binding signature of the contractor.

14. Termination

- (1) This entire agreement or parts thereof can be terminated by us at any time. If the reasons for the termination are due to the contractor, we shall only compensate him for the performances, which have been rendered in accordance with the agreement until that point and which are conclusive in themselves and proven, providing they are in a usable state for us. Our entitlement for compensation shall remain unaffected by the above. This also applies if the termination was made by us because the contractor is becoming insolvent or has ceased his payments or if the threat of an insolvency or termination of payments exists or if an application for insolvency proceedings or the bankruptcy proceedings concerning the contractor's property or the property of one of his owners have been initiated.
- (2) If the contractor is not responsible for the reasons for the termination, we shall reimburse him his expenses, which have been incurred in direct relationship to the order relationship and can be proven, including the costs that result from fixed liabilities. The contractor is not entitled to any further claims for damages or performance entitlements due to the termination. The rights to the work results, which have been created up to the point of the termination, shall be transferred to FEV.

15. Place of jurisdiction – place of performance – final provisions

- (1) If the contractor is a fully qualified merchant, the place of jurisdiction is our company's registered

- (2) office. However, we are entitled to sue the contractor at the court of his own residence.
- (2) The relationship between the contractor and us is exclusively subject to German law with the exception of any provisions by international private law.
- (3) Our company's registered office shall be the place of performance for both parties to the agreement, unless stated otherwise in our order.
- (4) If individual provisions of these conditions of purchase and/or the individual agreement between the contractor and us are legally ineffective or non-implementable for whatever reason or if the provisions are somewhat incomplete, the effectiveness of all other provisions of these conditions of purchase and/or the individual agreement shall remain unaffected. Instead of the ineffective or non-implementable provision or in order to fill the gap in the provisions, an appropriate provision shall apply, which represents as closely as possible and within the legally permissible framework the contents of what the parties would have intended if they had taken the issue into consideration. If the invalidity of a provision is due to a measure of the performance or time (period or deadline), which is stated therein, the agreed measure of the performance or time shall be replaced by a legally permissible measure of the performance or time that resembles the desired value as closely as possible.
- (5) Any alterations of and additions to the agreement as well as the termination of the agreement that forms the basis of the order relationship must be made in writing. The written clause can only be waived by a separate written statement.
- (6) The contractor agrees that we store data from the contractual agreement for the purpose of data processing according to section 26 of the German Data Protection Law.

