

General Terms and Conditions of Purchase Status 20.12.2023

1. Scope

- 1.1 The following Terms and Conditions of Purchase shall apply exclusively to all orders placed by BDT Media Automation GmbH (hereinafter referred to as "BDT") for goods or services. Deviating terms and conditions, even if they are contained in the general terms and conditions of the Supplier, are hereby rejected; they shall only apply insofar as they are expressly accepted by BDT in writing. This shall also apply if BDT accepts the Supplier's delivery without reservation in the knowledge that the Supplier's terms and conditions are contrary to or deviate from BDT's terms and conditions of purchase.
- 1.2 These Terms and Conditions of Purchase shall be an integral part of all future orders placed by BDT. They shall also apply to subsequent orders without BDT referring to these conditions again.
- 1.3 These Terms and Conditions of Purchase shall only apply to companies.

2. Offers

- 2.1 The Supplier's offers shall be submitted in writing. Cost estimates are not subject to remuneration.
- 2.2 Any deviations from the inquiry text shall be particularly emphasized. BDT reserves the property rights and copyrights to illustrations, drawings, calculations, models, devices, samples, and other documents which BDT has provided to the Supplier for the preparation of the offer or for the execution of the contract. The Supplier shall insure all aforementioned documents against fire at its own expense.
- 2.3 The documents or items referred to in Section 2.2 may not be made available to third parties unless BDT has agreed in writing to their disclosure in advance. The documents and objects are to be used exclusively for the processing of the order or the execution of the contract and are to be returned to BDT without being requested after the corresponding execution. The documents and objects shall be kept secret from third parties.

3. Order, order confirmation

- 3.1 Only orders placed in writing shall be binding on BDT. Orders placed by telephone or verbally must be confirmed in writing by BDT.
- 3.2 Only a bindingly signed order copy from BDT shall be deemed to be an order confirmation. If it is not received by BDT within a period of one week from the date of the order, BDT shall no longer be bound to the order unless BDT expressly extends the binding period.

4. Technical changes

- 4.1 Deviations from the contractual specifications and other technical changes after conclusion of the contract by the Supplier are excluded unless they are approved in writing by BDT.
- 4.2 If BDT considers technical modifications to the delivery item to be relevant or necessary after conclusion of the contract, it shall notify the Supplier without delay. In this case, the parties shall agree on the resulting modifications to the content of the contract and the execution of the contract.

5. Prices - payment

- 5.1 The agreed prices are fixed prices and are understood to be net free to the delivery address named by BDT, including packaging, insurance, import duties and other expenses. If, by way of exception, prices are agreed ex works, ex warehouse of the Supplier or of a third party, all costs incurred up to the handover to the transport company, including loading and cartage, shall be borne by the Supplier.
- 5.2 The value added tax shall be shown separately in the offer and invoice.
- 5.3 Payment shall be made at BDT's discretion on the 15th of the following month after receipt of invoice and goods with a 3% discount or a further 30 days later net without any deduction. An assignment of the invoice amounts to third parties is not permitted.

6. Delivery item

- 6.1 BDT's order shall determine the delivery item, i.e. the content, type and scope of the delivery.
- 6.2 Partial, advance, excess or short deliveries shall only be permitted with the prior written consent of BDT.
- 6.3 Supplier shall review technical documents, drawings or specifications that are part of BDT's order and point out any discrepancies to BDT and request clarification. If technical documents, drawings, and specifications prepared by the Supplier are approved by BDT, this shall not release the Supplier from its responsibility for the proper performance of the contract. Proposals and change requests of BDT shall be reviewed by the Supplier on its own responsibility with regard to their feasibility and BDT shall be notified of any concerns.
- 6.4 Notwithstanding the agreed requirements for the delivery item, it must comply with all relevant statutory regulations and the state of the art, in particular the VDE, ISO/DIN and UL regulations in the Federal Republic of Germany. Furthermore, the Supplier shall be responsible for compliance with the accident prevention regulations and shall observe the protective devices and safety instructions required hereunder. He shall also ensure compliance with the respectively applicable environmental protection regulations, in particular the Ordinance on Hazardous Working Materials.

7. Shipping, transfer of risk and ownership

- 7.1 The order reference, the order date, the designation of the delivery items, in particular the BDT part numbers, the number of packages and the total gross weight of the deliveries as well as the dangerous goods classification, if applicable, shall be noted on the shipping documents.

- 7.2 The delivery items shall be packaged in such a way that damage is excluded during intended transport and storage. This shall apply in particular to chemicals and other hazardous substances. At the request of BDT, the Supplier shall take back (collect) and dispose of the packaging at its own expense. The costs and damages arising from non-compliance with shipping, packaging, or marking regulations prescribed by law or required by BDT shall be borne by the Supplier.

- 7.3 The risk shall pass to BDT upon delivery and after unloading of the delivery items at the delivery address specified by BDT in the order.

- 7.4 Upon receipt of the delivery items, also insofar as this is done by an agent, ownership of the delivery items shall pass to BDT. The assignment of remuneration claims of BDT against end customers or a processing agreement according to which the installation or combination of delivered goods in or with a BDT product is carried out for the Supplier and the latter acquires a co-ownership share in the finished product shall be excluded in the absence of BDT's written consent.
- 7.5 Deliveries shall be made in accordance with Incoterms 2010.

8. Delivery

- 8.1 The delivery periods or dates stated in the order shall be binding and shall be understood as arriving at the delivery address stated in BDT's order. The Supplier undertakes to comply with delivery dates unconditionally and precisely. He shall notify BDT without delay if he becomes aware of circumstances that jeopardize compliance with a delivery date.
- 8.2 In the event of a delay in delivery, BDT may, without prejudice to other rights, demand a contractual penalty in the amount of 1% of the order value affected by the delay for each week of delay or part thereof, up to a maximum of 5% of the total order value.
- 8.3 The acceptance of partial deliveries or parts of a total delivery by BDT shall not constitute the acceptance of a total delivery in accordance with the contract.

9. Production and goods control

- 9.1 BDT may at any time, after prior notice, inspect or have inspected during normal business hours the material procured by the Supplier for the execution of the order, the delivery items, and their manufacture.
- 9.2 The Supplier shall be obliged to check the delivery item for its conformity with the contract, in particular for completeness, functionality and perfect condition, by means of suitable procedures prior to its dispatch.
- 9.3 BDT shall be entitled to carry out incoming goods inspections on a random basis or, insofar as this is feasible according to the nature of the delivery item, in appropriate test procedures which may also last over a longer period of time. In the event of non-compliance with agreed minimum quality values or other complaints, BDT shall be entitled - without prejudice to its other claims - to choose either to reject the delivered goods completely or to sort out the defective components of the delivery at the expense of the Supplier. BDT may return the rejected goods to the Supplier at the Supplier's expense and risk and, to this extent, demand immediate replacement delivery. BDT reserves the right to charge the Supplier with the costs for the incoming inspection and any necessary replacement delivery.
- 9.4 Within the scope of the incoming goods inspection, BDT shall inspect the goods within a reasonable period of time for externally recognizable and obvious transport damage as well as identity and correspondence between the individual call-off and the delivery. The quantity and identity of the delivered goods shall be checked exclusively on the basis of the marking on the outer packaging of the goods and the delivery documentation. BDT shall not be under any further obligation to carry out a technical incoming goods inspection. Defects which are detected by BDT or BDT's end customer on the basis of a proper course of business shall be reported to the Supplier. § Section 377 of the German Commercial Code (HGB) shall not apply in all other respects.
- 9.5 Any incoming goods inspections by BDT shall not release the Supplier from its obligation to inspect outgoing goods in accordance with Section 9.2.
- 9.6 The Supplier shall waive the objection of failure to give notice of defects in due time. BDT shall notify defects immediately upon discovery.
- 9.7 If a delivery is carried out in accordance with the contract on the instructions of BDT directly to its end customer, defects shall be deemed to be apparent at the earliest after receipt by BDT of a corresponding notice of defect from the end customer.
- 9.8 Payments by BDT do not imply recognition of a delivery as being in accordance with the contract and free of defects.

10. Liability for material defects

- 10.1 Immediately after BDT has become aware of a defect, but at the latest after BDT has given notice of a defect, the Supplier shall be obliged to remedy defects in the delivered goods. Initially, the assertion of a defect in the context of a notice of defect by BDT shall be sufficient.
Within 20 (twenty) working days after receipt of the goods, BDT may give notice of defects, but in case of hidden defects even after this period has expired.
All stocks existing at the Supplier and at BDT shall be checked at the Supplier's expense after a notice of defect has been given. If additional inspections of the stocks of goods are necessary as a result of identified defects, the Supplier shall bear all costs incurred for this. This shall also apply to the material certificates of the input materials which have been procured from the Supplier.
- 10.2 BDT shall have the right to choose between subsequent improvement and new delivery. BDT shall be entitled to withdraw from the contract, to reduce the purchase price and to claim damages instead of performance as soon as the reasonable period set for subsequent performance has expired to no avail.

- 10.3 BDT is entitled to demand a reduction in price and compensation in lieu of performance even in the case of insignificant material defects.
- 10.4 BDT's claims arising from liability for material defects shall become statute-barred within 24 months from delivery or acceptance, unless otherwise agreed in writing or the law provides for a longer period. The limitation of claims shall be suspended by written notification of a defect to the Supplier.
- 10.5 In the event of subsequent performance, the Supplier shall also bear the expenses incurred due to the fact that the purchased item has been taken to a place other than the residence or commercial establishment of the Recipient after delivery.
- 10.6 If the Supplier is in default with the rectification of defects, BDT may, after prior notification of the Supplier, commission another company with the rectification of defects at the Supplier's expense and risk or carry out rectification work itself and charge the necessary expenses to the Supplier, without this affecting the claims arising from liability for material defects.
- 10.7 In the event of material defects, BDT shall be entitled to withhold payments due under the respective contractual relationship or transactions economically related thereto up to three times the value of the order concerned.
- 11. Invoicing**
- 11.1 Invoices for each individual order shall be sent to the respective invoicing address of BDT in simple form, stating the order number, the order item and BDT part number.
- 11.2 Only the dimensions, weights and quantities determined by BDT shall be decisive for invoicing.
- 11.3 Invoices can only be processed by BDT if they contain - in accordance with the specifications in the order - the order number shown therein; the Supplier is responsible for all consequences arising due to non-compliance with this obligation, unless he proves that he is not responsible for them.
- 12. Equipment, work results**
- 12.1 Any tool costs incurred shall only be remunerated if they were shown separately in the offer.
- 12.2 Technical documents, drawings or other operating materials produced by the Supplier shall become the property of BDT upon handover to BDT, at the latest upon payment.
- 12.3 All rights to and from the work -and development results (final -and intermediate results, hardware and/or software as well as image -and text material including the recording media), including any inventions and improvements, shall pass to BDT upon their creation or processing, at the latest, however, upon delivery or acceptance.
- 13. Property rights of third parties**
- 13.1 The Supplier shall be liable for ensuring that the delivery items and their use in accordance with the contract do not infringe any third-party property rights in Germany or abroad unless this infringement results exclusively from the specifications provided by BDT.
- 13.2 As soon as BDT notifies the Supplier of the assertion of an alleged infringement of property rights, the Supplier shall immediately defend the claim of the third party against BDT at its own expense and indemnify BDT against all costs and claims incurred by BDT as a result of the infringement of property rights. BDT shall not conclude any agreements or settlements with the third party without the Supplier's consent.
- 13.3 If there is an infringement of property rights, the Supplier shall, upon request, provide BDT free of charge with the right to continue to use the delivery items or to replace or modify them in such a way that there is no longer an infringement of property rights, although the items continue to meet the specifications as stipulated in the contract.
- 14. Secrecy, advertising**
- 14.1 The Supplier shall treat BDT's order and all commercial and technical details related thereto as confidential and may only make them accessible to third parties with the prior written consent of BDT and vicarious agents to the extent that this is necessary for the performance of the contract, provided that they are bound to the same confidentiality. This agreement shall also apply after termination of the contract.
- 14.2 The Supplier may only refer to the business relationship with the prior consent of and in coordination with BDT.
- 15. Product liability**
- 15.1 The Supplier shall also bear the product liability risk for the items delivered by him if these are installed by BDT in their products.
- 15.2 If BDT carries out a product recall on the basis of product liability law requirements due to a defect in the Supplier's part, BDT shall be entitled to demand reimbursement of all costs and expenses of the recall from the Supplier and to claim damages.
- 16. Regulatory requirements, export regulations**
- 16.1 As a necessary condition for entering into this Purchase Agreement, Supplier shall duly and comprehensively inform BDT, prior to entering into any contractual obligations, of all possible restrictions on the export of goods from the European Union (EU) that relate to the goods that are the subject of this Agreement. By way of example, but without being conclusive, in the event that the goods are included on relevant export lists (DE and US), this shall be communicated. Supplier is required to notify BDT if the goods provided (including software and technology) are subject to German, EU or US export regulations as well as national export laws of the country of origin of the goods and export control lists (e.g. Common Military List, Annex I of the EC Dual-Use Regulation as amended, US Commerce Control List). If the goods provided are "U.S. goods" as defined by U.S. export control law (such as: EAR or ITAR), Supplier must notify BDT no later than upon delivery.
- If the provided goods contain US components, the Supplier is additionally obliged to notify the value (usual purchase price or current market value) of the US component as a whole as well as the matching export control classification (ECCN).
- 16.2 Supplier agrees that such notice shall be complete, factual, unambiguous and contain all material details of restrictions on the export of goods from the EU, if any. This also covers US (re-)export controls and other control provisions, as applicable.
- 16.3 In the event that Supplier negligently or intentionally fails to comply with this obligation and BDT subsequently discovers that an export license requirement exists for the Goods in the EU, BDT retains the right to rescind this Purchase Agreement.
- 16.4 If BDT decides not to withdraw from this contract despite the discovery of a previously undisclosed export license requirement, BDT's decision shall release Supplier from any legal claims, liabilities, damages, or penalties due to delays in delivery directly resulting from obtaining the required export license.
- 16.5 In those cases where BDT elects to maintain the Contract despite the unforeseen need for an export license, all related costs, charges, and expenses of obtaining such export license shall be borne by Supplier and Supplier agrees to reimburse BDT for such costs.
- 16.6 BDT shall have the right to invoice Supplier for the costs incurred in obtaining the export license, which invoice Supplier shall pay within thirty (30) days of receipt. Failure by Supplier to comply with this obligation shall constitute a material breach of this Agreement.
- 16.7 If BDT exercises this right of rescission because Supplier has concealed the export restrictions, this shall not be deemed a breach of its obligations under this Purchase Agreement. Furthermore, all legal and financial obligations of the Supplier towards BDT resulting from the exercise of this right shall be borne exclusively by the Supplier.
- 16.8 The provisions of this clause shall survive the termination of this Agreement and shall not be affected by any amendment or modification unless in writing duly signed by both Supplier and BDT.
- 17. Quality assurance**
- 17.1 Supplier shall provide BDT free of charge, without being requested to do so, and in a timely manner with all documentation required for the use, installation, assembly, processing, storage, operation, maintenance, inspection, servicing, and repair of the goods.
- 17.2 The Supplier shall be solely responsible for the quality of the goods delivered to BDT. The Supplier shall not be relieved of its responsibility for the product quality by any coordination of quality assurance measures with BDT. Supplier shall comply with the mandatory zero-defect objective by performing a 100% outgoing goods inspection prior to delivery of the goods to BDT.
- 17.3 Supplier shall have a quality management system in accordance with ISO 9000 et seq. or a comparable quality management system. This can be proven by the Supplier upon BDT's request. The manufacturing or distribution processes used for the production/distribution of the goods comply with the relevant statutory provisions as well as the latest state of the art, which is guaranteed by the Supplier. If a change in manufacturing processes or materials of the goods is indicated, the Supplier shall notify BDT immediately and in due time prior to the implementation of the respective changes, so that BDT can check any possible negative effects of the change.
- 17.4 The Supplier undertakes to supply the Deliverable in accordance with the provisions of Regulation (EU) 2017/821 of 17.05.2017 and Section 1502 of the US "Dodd-Frank Act". Furthermore, the Supplier undertakes to identify the use of conflict minerals (tin, gold, tantalum, tungsten) in its supply chain. By taking appropriate measures, the Supplier shall also ensure that the delivery item does not contain any conflict minerals in accordance with Regulation (EU) 2017/821 of May 17, 2017, and Section 1502 of the US "Dodd-Frank Act".
- 17.5 The Supplier guarantees that the delivery items comply with the provisions of the REACH Regulation (Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals). The substances contained in the Supplier's products are, as far as required under the provisions of the REACH Regulation and as far as they are not exempted from registration, pre-registered or registered after the expiry of the transitional periods. In accordance with the provisions of the REACH Regulation, the Supplier shall provide safety data sheets, or the information required in accordance with Art. 32 and Art. 33 of the REACH Regulation to BDT immediately and without being requested to do so. The requirements of Annexes XIV and XVII of the REACH Regulation shall be taken into account.
- 17.6 The Supplier shall be responsible for ensuring that the products delivered by it or parts thereof comply without restriction with the requirements of Directive 2011/65/EU (RoHS II) as of 8 June 2011, as well as Directive (EU) 2015/863 as of 31 March 2015 (RoHS III) and all subsequent versions, as well as the national regulations (ElektroStoffV) issued within the European Union in implementation of this directive, and are suitable for RoHS-compliant manufacturing processes. The Supplier shall inform BDT in good time of the earliest possible time at which RoHS-compliant contractual products can be delivered. BDT reserves the right to withdraw from the respective order free of charge if it can be proven that the contractual products cannot be delivered in conformity with RoHS.
- 17.7 Furthermore, the Supplier shall be obliged to comply with the requirements of the other environmental framework conditions within the European Union as well as the environmental law applicable in Germany. This applies in particular, but is not limited to, the conformity of the products delivered by it with the Packaging Ordinance, the Chem Prohibition Ordinance, the BattG, as well as the European Ozone Ordinance (EC No. 1005/2009), CLP Ordinance (EC No. 1272/2008) and the POP Ordinance (EC No. 850/2004) in the respective applicable versions.
- 17.8 In the event of a breach of one of the obligations, regulations and guidelines mentioned in 17.4 - 17.7, the Supplier shall expressly indemnify BDT against any claims asserted against BDT by third parties, irrespective of the legal grounds, and shall indemnify and hold BDT harmless in this respect. If the Supplier violates any of the aforementioned obligations, regulations or guidelines, BDT shall be entitled to immediately cancel the corresponding order and to refuse acceptance of the corresponding delivery without BDT incurring any costs. BDT expressly reserves the right to assert further claims for damages.

18. Miscellaneous

- 18.1 The Supplier may only subcontract the performance of a contract with the written consent of BDT.
- 18.2 The Supplier may not assign claims against BDT to third parties without the written consent of BDT.
- 18.3 The Supplier agrees that all data required for the execution of the contract, including the offer data, shall be stored centrally at BDT and, if necessary, processed by other affiliated companies.
- 18.4 If any provision of this contract proves to be invalid, this shall not affect the validity of the remaining provisions.
- 18.5 The place of performance shall be the delivery address specified by BDT.
- 18.6 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 18.7 The sole place of jurisdiction for all disputes arising from and in connection with contracts subject to these Terms and Conditions of Purchase shall be Rottweil, unless an exclusive statutory place of jurisdiction is given. BDT shall, however, also be entitled to sue the Supplier at its general place of jurisdiction.

BDT has a management system according to DIN EN ISO 9001 and DIN EN ISO 14001. The deliveries and/or services of the Supplier are used within the framework of this system.