

General Conditions of Purchase

1 Background

The following conditions regulate the general purchasing conditions of Evobeam GmbH and are based on the regulations of DIN EN 9100 (especially point 8.4.3).

2 Scope of the conditions

1. These conditions of purchase apply exclusively. The purchaser does not recognize conflicting or deviating sales conditions of the supplier, not even by unconditional acceptance of the service.
2. All agreements made between the customer and the supplier for the execution of the contract must be in writing.
3. Unless otherwise stated in these terms and conditions of purchase, the terms and definitions of INCOTERMS 2000 apply.

3 Conclusion of contract and confidentiality

1. Only written orders are binding. They are considered accepted if the supplier does not object within 12 working days from the order date. Deviations from the order will only become part of the contract if the customer confirms them in writing.
2. The documents specified in the order, which are made available to the supplier on request, form part of the order. The delivery is only deemed to have been properly executed when all the conditions stated in the documents have been met.
3. Information in the order text, drawings and other documents must be checked by the supplier for factual correctness before the order is executed. Any errors found and / or changes intended by the supplier must be notified to the customer in writing immediately. Changes and their consequences made without the written consent of the purchaser shall be borne by the supplier. And entitle the customer to withdraw from the contract, whereby claims for damages remain. The same applies if errors are not disclosed.
4. The supplier is ready to make subsequent changes to the scope of delivery requested by the customer; Changes to orders must in any case be made in writing by the customer. This is considered part of the order.
5. The purchaser reserves property rights, industrial property rights and copyrights to illustrations, drawings, calculations and other documents, samples, models and the like. They are subject to strict confidentiality and may not be made accessible to third parties without the express written consent of the customer. This also applies after the execution of this contract, as long as the manufacturing knowledge contained therein has not become generally known.
6. After the completion of inquiries or after the processing of orders, the customer's documents must be returned to the customer immediately and without being requested.
7. The supplier may not refer to the business relationship in advertising material etc. without the written consent of the customer.

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4 Prices and terms of payment

1. The price shown in the order is binding.
2. Invoices are to be sent separately to the customer. Duplicates must be marked. The supplier is obliged to indicate the order number shown in our order on all invoices in accordance with the requirements there. Settlement must be made in the order of the order.
3. Unless otherwise agreed, payment shall be made net within 60 days after receipt of the invoice and receipt of the delivery item by the customer.

5 Delivery

1. The delivery time specified in the order is binding and is understood to be received by the customer. Delivery times start from the order date. Early deliveries and partial deliveries are only permitted after consultation with the customer.
2. The supplier is obliged to immediately notify the customer in writing if circumstances become apparent that indicate that the specified delivery time cannot be met.

6 Shipping, packaging, insurance

1. Insofar as the purchaser makes specifications, shipping takes place according to these.
2. The price includes free delivery including normal packaging.
3. The transport insurance for delivery is covered by the customer. The transfer of risk takes place when the goods are handed over to the customer at the place of performance. Commissions paid by the supplier will not be reimbursed. As an interdicting customer within the meaning of § 29.1.2 ADSp, the customer does not pay any fee for SLVS.
4. Unless provided on loan, the packaging must be calculated at the verifiable cost price and shown separately in the offer and invoice. At the request of the customer, the supplier must take back the packaging at his own expense.

7 Place of fulfillment and transfer of risk

1. The place of fulfillment for all contractual services is the registered seat of the customer, unless something else has been determined.
2. The risk passes to the purchaser when the delivery item is handed over.

8 Ownership protection

1. Documents made available to the supplier or made by him by order or approval remain or become the property of the customer.
2. Provisions must be kept separately by the supplier and identified as the property of the customer. This also applies to the delivery of material related to the order to the customer.
3. Goods produced on account of down payment are or become the property of the customer. If the supplier acquires ownership through combination or mixing (co-ownership), he assigns a co-ownership share corresponding to the value of the order or the material to the purchaser at the time the ownership arises. The transfer of ownership will be replaced by the free storage of these items by the supplier. The customer is entitled to convince himself of the proper storage and labeling of the goods at any time.

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4. Tools, devices and models that are manufactured for contractual purposes and are charged separately by the supplier are the property of the customer. They are to be identified by the supplier as the property of the customer, to be kept in a safe place, to be protected against damage of any kind and to be used only for the customer's purposes. Natural signs of wear must be notified to the customer in writing in good time. Upon request, the supplier is obliged to surrender the goods in proper condition.

9 Physical and law defects

1. The acceptance of goods is subject to reservation. Complaints can be made within 4 weeks of receipt of the goods. If the customer sends the goods on or forwards them and notifies the supplier of this in good time, the inspection and complaint period will be extended accordingly.
2. The warranty period is 24 months and begins with the delivery of the item to the customer or with delivery to the customer. The limitation period expires at the latest 36 months after delivery of the item to the customer. The period of the limitation period is inhibited by the written notification of defects until the defect is remedied by the supplier.
3. If the goods have a material defect at the time of the transfer of risk, the customer can request supplementary performance or a reduction. At the customer's option, the supplementary performance will be rectified or the replacement delivered. The supplier bears the resulting costs.
4. In urgent cases or if the supplier is in default, the customer is entitled to remedy the defects at the supplier's expense by third parties or as part of the self-execution.
5. If the supplier has made an unsuccessful attempt at subsequent performance, has refused to provide subsequent performance without authorization or has allowed a reasonable grace period to expire, the customer can remedy the defect himself and demand reimbursement of the necessary expenses. The statutory right of withdrawal and the right to compensation are reserved. The recourse claims expire two years after delivery of the item. The limitation period begins at the earliest 2 months after the time at which the customer has fulfilled the claims of his customer. The suspension of expiry ends at the latest 5 years after the point in time at which the contractor delivered the item to the customer.
6. The limitation period of the customer's warranty claims begins with the delivery of the item by the customer to his customer, but no later than one year after delivery of the item to the customer.
7. If defective parts are replaced or repaired, the warranty period is extended by the duration of the downtime and begins again for the repaired or replacement parts. Parts to be replaced remain available to the purchaser until they are replaced free of defects and only become the property of the supplier after the defect has been remedied.

10 Patent violations

1. The supplier guarantees that his delivery and its foreseeable utilization by the customer will not violate any patents or other property rights of third parties.
2. If the purchaser is used by a third party because of such a violation of property rights, the supplier releases the purchaser from these claims and reimburses the purchaser for all damage resulting from the use.
3. The above provisions do not apply insofar as the supplier has manufactured the delivered goods according to documents, samples, models or similar specifications

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provided by the customer and does not know and need to know that this will infringe property rights.

11 General liability

1. If recall measures are required due to product damage, the supplier is also obliged to reimburse the necessary expenses.
2. Other claims remain unaffected. The supplier must take out product liability insurance with a reasonable sum insured.

12 Accident prevention

1. The supplier is responsible for compliance with the laws on technical work equipment, the applicable accident prevention and safety regulations and the generally recognized safety and occupational medicine rules.
2. If there is reason to believe that a delivery or service does not meet the applicable safety requirements or that the delivery or service also poses a significant risk when used as intended, the customer can request individual proof of compliance with the device protection regulations. If the supplier is unable to provide this evidence after setting a reasonable deadline, the customer is entitled to withdraw from the contract and to assert the resulting claims for damages.

13 Prohibition of assignment

The assignment of claims by the supplier from this contract to third parties requires the prior written consent of the customer.

14 Quality management system

The need for a quality management system is not a blanket requirement, but is specified separately if necessary.

15 Third party suppliers

If contractually defined, third party suppliers must be used according to the specifications of the customer. Deviations must be approved in advance by the customer.

16 Counterfeit parts

The supplier must ensure that no counterfeit parts (in accordance with DIN EN 9100) are put into circulation or are contained in the products to be delivered.

Note:

Definition: counterfeit parts in accordance with DIN EN 9100

„An unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer. (Examples of a counterfeit part can include, but are not limited to, the false identification of marking or labelling, grade, serial number, date code, documentation, or performance characteristics.)“

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17 Changes of products, processes and services

Changes to products, processes and services, including changes to external suppliers and production sites of the supplier, which are directly related to the order, as well as the products contained in the order and their conformity, must be notified to the customer immediately in writing.

18 Test samples for development approvals

If requested in writing as part of the order, the supplier must provide test specimens for design approval, inspection/verification, investigation, or auditing.

19 Documented information

The supplier must keep documented information on the business transactions contractually agreed with the customer, taking into account the retention periods and disposal requirements.

20 Right of access

The supplier grants Evobeam GmbH, its customers and the regulatory authorities a right of access to all affected areas of all facilities and to the corresponding documented information at every level of the supply chain.

21 Awareness

The supplier must ensure that persons are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior

22 Applicable law, place of jurisdiction

1. This contract is governed by the law of the Federal Republic of Germany.
2. The place of jurisdiction is Mainz, Germany.

23 Amendments and supplements

All amendments and supplements require the approval from the Management Board and the QMR. The QMR is responsible for the dissemination of amendment notifications.

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