

## Rosenberger Hochfrequenztechnik GmbH & Co. KG – General Terms and Conditions of Purchase

### 1 Validity of these Terms and Conditions of Purchase

Our General Terms and Conditions of Purchase apply exclusively; we only recognise any general terms and conditions of purchase of the supplier that conflict with or differ from or are supplementary to our General Terms and Conditions of Purchase if we have expressly agreed to them in writing. The acceptance of goods or services of the supplier (hereinafter referred to as "Contractual Products") or payment thereof does not constitute such agreement. These General Terms and Conditions of Purchase do not apply to consumers.

### 2 Conclusion of contract

- 2.1 Orders, concluded transactions and delivery call-offs as well as any changes or additions to the same must be in writing. Individual and blanket orders shall be confirmed in writing by the supplier immediately after receipt. Subsection 16.2 is not affected.
- 2.2 Verbal agreements of any kind, including subsequent changes and additions to our Terms and Conditions of Purchase, must be confirmed in writing by us in order to be valid.
- 2.3 If the Supplier does not accept the order within two weeks after receipt, we are entitled to cancel the order. Deliveries called under an order and call schedule are binding unless the supplier objects within two working days of receipt.

### 3 Pricing and transfer of risk

- 3.1 If no special agreement has been made, the items shall be delivered to the stipulated location (DAP in line with Incoterms 2010). If a location has not been stipulated in the individual case, our factory in Fridolfing, Germany, shall be deemed the designated place. The Incoterms EXW and DDP are excluded.
- 3.2 Unless otherwise agreed, the prices are delivered to the stipulated location (DAP in line with Incoterms 2010), including packaging. Value added tax is not included in the prices.
- 3.3 We only send back reusable packaging provided by the supplier at the expense and risk of the supplier if the supplier writes on the delivery documents that this packaging is loaned to us. If the use of our own reusable packaging is agreed in the individual case, the supplier shall request the loan of said packaging from us in writing at the latest 15 working days before the required date. We shall provide them at the latest five working days before the required date.

### 4 Changes, delivery and default of delivery

- 4.1 Deviations from our concluded transactions and orders and changes to the Contractual Products are only permitted with our prior written consent.
- 4.2 Agreed delivery dates and deadlines are binding. Compliance with the delivery date or deadline shall be determined by the date on which the Contractual Products arrive at our premises. Delivery on Fridays is only possible from 7.00 am to 2.00 pm, and on other working days from 7.00 am to 12.00 noon and from 12.45 pm to 5.00 pm. No deliveries are possible on Saturdays. Deliveries outside these times must be mutually agreed by both parties.
- 4.3 If delivery "free works" is not agreed, the supplier must make the Contractual Products available in good time, taking into account the required loading and transport time to be coordinated with the forwarding agent.
- 4.4 If the agreed dates are exceeded, the statutory provisions apply. If the supplier defaults on a delivery, we are also entitled to demand a contractual penalty in the amount of 0.5%, but a maximum of 5%, of the purchase price of the delayed products for each commenced week of delay. The

contractual penalty shall be set off against the damages for delay to be paid by the supplier.

- 4.5 If the supplier can foresee any problems with regard to the production, provision of input material, observance of the delivery date or similar conditions that might prevent him from making the delivery in due time or in the agreed quality, the supplier must immediately notify us thereof.
- 4.6 The unconditional acceptance or payment of the delayed delivery or service shall not constitute a waiver of any claims for compensation we are entitled to due to the delay in delivery or service.
- 4.7 If the supplier delivers more than the agreed quantity or delivers the agreed quantity more than four working days too early, we are entitled to refuse to accept the quantity supplied in excess or too early or to send it back to the supplier at his expense. Partial deliveries are generally inadmissible, unless we have expressly agreed to them or we can be reasonably expected to accept them. In the event of an inadmissible partial delivery we are entitled to refuse to accept it or to send it back to the supplier at his expense.
- 4.8 With regard to numbers of pieces, weights and dimensions, the values determined by us in the incoming goods inspection shall be decisive, unless other proof is available.

### 5 Payments and terms of payment

- 5.1 Saving a separate agreement to the contrary, payment shall be made either within 14 days less 3% discount or within 30 days without deduction from the date when the payment claim becomes due and receipt of both the invoice and the goods or rendering of the service. Payment shall be made subject to checking the invoice. In the event of default of payment we shall be liable for default interest in the amount of 5 percentage points above the base interest rate as defined in Section 247 of the German Civil Code (BGB).
- 5.2 Drafts, drawings, cost estimates and samples will only be paid for if a written agreement was reached thereon in advance.
- 5.3 The supplier is not entitled to assign his claims against us to a third party or have them collected by a third party without our prior written consent. If the supplier for its own part is supplied subject to extended reservation of title, our consent for the purposes of the preceding clause is deemed to be given. If the supplier assigns his claims against us to a third party contrary to sentence 1 without our consent, the assignment shall nevertheless be valid. However, we may perform as we choose with exempting effect to the supplier or the third party.

### 6 Force majeure

- 6.1 Industrial disputes (but no strikes limited to the supplier's business), riots, measures taken by authorities and other unforeseeable, unavoidable and grave events exempt the contracting parties from their contractual obligations for the duration of the disturbance and the extent of its effects. This does not apply if something else has been agreed, for instance, with regard to ensuring emergency production at all times.
- 6.2 In the event of circumstances of force majeure occurring or becoming apparent the contracting parties are obliged to exchange the necessary information without delay.

### 7 Forwarding of information and items

- 7.1 The supplier shall treat confidentially any information which is not already public knowledge, especially drawings, templates, models, tools, documents, software and any other data carriers which we have made available to the supplier, for five years after the contract has ended and not forward it to third parties or duplicate it without our prior written

consent unless it is absolutely essential in order to perform the contractual services. The supplier shall require the persons deployed by him or his sub-suppliers to maintain secrecy accordingly. We reserve all rights of ownership and copyright to the information and items listed in sentence 1.

- 7.2 The supplier may only use his business relationship with us for advertising purposes with our prior written consent.
- 7.3 Contractual Products which are produced according to our specifications, drawings or models or with tools which have been paid for by us in whole or in part may neither be publicly displayed by the supplier nor otherwise presented to third parties or offered, sampled or delivered to third parties unless we have expressly given our prior consent thereto in writing. The same applies accordingly to drawings, models, samples or the like which we have made available.
- 7.4 If a separate confidentiality agreement exists between the parties, this shall take precedence over subsection 7.1 above. The provisions in subsections **Fehler! Verweisquelle konnte nicht gefunden werden.** and 7.3 shall remain unaffected unless otherwise separately expressly agreed.

## 8 Provision of materials and equipment

- 8.1 Materials and equipment which we provide free of charge for production at the supplier's premises shall remain our property. They shall be surrendered on request at any time. The supplier is obliged to handle them carefully and store them properly.
- 8.2 All items provided shall be inspected by the supplier immediately for visually recognisable defects as well as any quantity and identity deviations. We must be notified of any differences within three working days.
- 8.3 During manufacture the supplier shall carry out further inspections of the materials or equipment provided insofar as such inspections have been agreed with us separately or are necessary in accordance with his quality management system. If he identifies any quality or quantity defects, he shall inform us immediately, in order to agree further measures. If these defects are attributable to negligence on the part of the supplier, e.g. during storage or manufacture, the supplier shall be obliged to order a replacement delivery from us which is subject to a charge.
- 8.4 The processing of the materials we have provided will always be done for us. If the value of the materials we have provided exceeds the value of the processing and, if applicable, the other parts of the newly produced items, the newly produced items shall become our property; otherwise we and the supplier shall acquire joint title in proportion to the value of the materials provided compared with the value of the processing and the other parts.

## 9 Liability for defects

- 9.1 We shall check immediately after receiving the Contractual Products whether they correspond to the ordered quantity and the ordered model and whether there is any externally visible transport damage ("obvious defects"). Any defects ascertained during this inspection shall be notified immediately. We are not obliged to carry out any further inspections. We shall immediately notify the supplier of any other defects that are not detected until the Contractual Products are processed or used for their intended purpose ("hidden defects"). The supplier waives his right to object to the notice of defects on the grounds of lateness with respect to hidden defects. The supplier shall undertake to gear his quality management system and his quality assurance measures to this reduced incoming goods inspection.
- 9.2 The statutory provisions on material defects and/or defects in title shall apply unless otherwise stipulated below.
- 9.3 The supplier shall ensure that the Contractual Products are free from defects and conform to the agreed specifications as well as the recognised rules of the technology.

- 9.4 If we agree to drawings, calculations or other documents of the supplier, this shall not affect the supplier's sole responsibility for the Contractual Product, and in particular we shall not waive our warranty claims as a result. This also applies to suggestions, recommendations or other collaborative actions on our part which relate to the deliveries of the supplier.
- 9.5 If the supplier has to recognise on the basis of his expert knowledge that the order we placed is incomplete or that the purpose we were pursuing with the order cannot be achieved by the delivery, he shall inform us hereof promptly and comprehensively in writing.
- 9.6 In general, we are entitled to choose the type of subsequent performance. The supplier may refuse to carry out the type of subsequent performance we have chosen if it is only possible with disproportionate costs. In case of a repair, the repair is considered unsuccessful after a first unsuccessful repair attempt.
- 9.7 In case, supplier doesn't immediately start with subsequent performance after our request or in case subsequent performance would obviously take too much time, we shall be entitled in urgent cases, especially to avert acute danger or to prevent more extensive damage, to carry out these works ourselves or have them carried out by a third party at the supplier's expense. If we legitimately make a covering purchase for time reasons according to the above measure, the supplier shall reimburse us for the associated additional costs.
- 9.8 The supplier shall also reimburse us for any necessary expenses incurred as a result of the defective delivery, such as, in particular, sorting costs and, if we have already installed the supplied defective products, the costs for removing the defective products and installing non-defective products.
- 9.9 Claims for defects shall become statute-barred within three years unless the item has been used for a building in compliance with its customary use and has caused the defectiveness thereof; in this case a period of five years shall apply. The period of limitation shall commence upon delivery of the Contractual Product (transfer of risk).
- 9.10 If the supplier fulfils his obligation of subsequent performance by delivering a substitute, the limitation period begins anew for the goods delivered as a substitute after their delivery unless the supplier expressly and correctly reserved the right to effect substitute delivery based solely on goodwill, in order to avoid disputes or in the interests of continuing the delivery relationship.

## 10 Product liability, recall actions

- 10.1 In the event that claims are asserted against us on the basis of product liability, the supplier shall be obliged to indemnify us from such claims provided and insofar as the damage has been caused by a fault in the Contractual Product delivered by the supplier. In cases of liability depending on culpability this only applies if the supplier is at fault. If the cause of damage lies within the supplier's area of responsibility, he must prove that he is not at fault.
- 10.2 In the cases referred to in subsection 10.1 the supplier shall bear all the costs and expenses, including the costs of any legal proceedings. If we are obliged to carry out a recall action vis-à-vis third parties due to a fault in a Contractual Product delivered by the supplier, the supplier shall bear all the costs associated with the recall action.
- 10.3 The supplier is obliged to take out product liability insurance with an adequate total policy value and surrender a copy of the liability policy to us on request.
- 10.4 The supplier shall be liable for any measures that we or our customers take to avoid claims (e.g. recall action) insofar as he is obligated under these General Terms and Conditions or by law. Prior to a recall action which is totally or partially the consequence of a fault in a Contractual Product

delivered by the supplier we shall inform the supplier, give him an opportunity to cooperate and discuss with him the ways of efficient handling of the campaign unless such information or involvement of the supplier is not possible for reasons of special urgency.

## 11 Rights of withdrawal and termination

- 11.1 In addition to the legal rights of withdrawal, we are entitled to withdraw from or terminate the contract with immediate effect if
- the supplier has stopped delivering to his customers,
  - a significant deterioration in the supplier's financial circumstances occurs or threatens to occur and as a result the fulfilment of a delivery obligation to us is at risk,
  - the supplier is in a state of insolvency or overindebtedness,
  - the supplier stops his payments or
  - the supplier has made an application for insolvency proceedings on his assets or comparable proceedings to settle his debts.
- 11.2 If the supplier has already provided a part performance, we are only entitled to withdraw from the contract as a whole if we have no interest in the part performance.
- 11.3 If we withdraw from the contract on the basis of the foregoing contractual rights of withdrawal or termination or terminate it, the supplier shall compensate us for any damage incurred as a result, unless he is not responsible for the creation of the rights of withdrawal or termination.
- 11.4 Statutory rights and claims shall not be limited by the provisions contained in this subsection 11.

## 12 Industrial property rights

The supplier guarantees that no industrial property rights of third parties in EU countries or other countries in which he manufactures the products are infringed by products which he delivers. The supplier is obliged to indemnify us from all claims which third parties assert against us due to the infringement of industrial property rights and to reimburse us for all necessary expenses in connection with these claims. This does not apply if the supplier can prove that he is neither responsible for the industrial property right infringement nor should he have been aware of it by applying commercial diligence at the time of the delivery.

## 13 Spare parts

The supplier is obliged to keep spare parts available for the products delivered to us for a period of at least ten years following delivery at his own expense. If the supplier intends to cease production of such spare parts, he shall inform us promptly, but at least 12 months before production stops.

## 14 Prohibitions on substances

- 14.1 The supplier shall undertake to adhere to all delivery requirements and observe all prohibitions of substances in conformity with the statutory provisions which are valid for the EU for the protection of the environment and human health, in particular the Regulation (EC) No. 1907/2006 ("REACH"), Annex XVII (ban on hazardous substances), the Directive 2000/53/EC on end of life vehicles and the current limits of the RoHS Directive (2011/65/EC) when making its deliveries.
- 14.2 The Supplier is obliged to monitor the current status of the list according to Article 59 Para. 1 of Regulation (EC) No. 1907/2006 ("REACH"). The "candidate list" is published on the website of the European Chemicals Agency "ECHA" at <http://echa.europa.eu/>. As far as the Products and/or any packaging of the Products contain(s) any substances from the candidate list with a concentration of more than 0.1 percent by weight related to the respective product, the Supplier is obliged to notify Rosenberger immediately at:

[product.compliance@rosenberger.com](mailto:product.compliance@rosenberger.com)

The obligation of informing Rosenberger shall also apply if any modification is made to the candidate list and/or to the Product.

- 14.3 Component supplier of the automotive industry are obliged to provide these IMDS ("International Material Data System") information without any request and free of charge to Rosenberger to meet their obligation according to the Rosenberger Standard RN 051-1 within the initial sampling and later with any modification of the product.
- 14.4 According to the US Dodd Frank Wall Street Reform and Consumer Protection Act, Section 1502, listed companies in the US are obliged to disclose annually information about the procurement of 3TG (tantalum, tin, tungsten, gold). As a component supplier of listed companies in the US Rosenberger is indirectly affected of the disclosure requirement. To meet this obligation, Rosenberger will send twice a year a Conflict Minerals Reporting Template (CMRT) to the Supplier. In case of any modifications in the supply chain after the last CMRT the Supplier shall immediately send an updated CMRT to Rosenberger.

## 15 Supplier's declaration on export data, statistical goods numbers, goods origin

- 15.1 The supplier shall undertake to recognise and comply with the European and German Export Control Provisions and, insofar as the export/conveyance of goods falls under US law, the US (re)export provisions. Furthermore, he undertakes to complete the so-called Supplier's Declaration on Export Data in full and hand it over to us.
- 15.2 The supplier shall be fully liable to us for any damage which we incur due to the negligent non-observance of the necessary diligence when stating the data contained in the supplier's declaration, especially in cases where they prove to be false.

## 16 General provisions

- 16.1 We are entitled to offset and withhold payments to the legally admissible extent. The supplier may only set off his own claims if his counterclaims have been finally established in law, are undisputed or have been recognised by us. He is only authorised to exercise his right of retention insofar as his counterclaim is based on the same contractual relationship.
- 16.2 Insofar as these Terms and Conditions stipulate the written form for notifications or declarations of the contracting parties, this shall also be observed by sending the declaration by email or fax.
- 16.3 Should one of the provisions of these Terms and Conditions and of the further agreements reached be or become ineffective, the validity of the remainder of the Terms and Conditions or agreements shall not be affected. The parties to the contract are obliged to replace the invalid provision with one that most closely approaches the economic success of the invalid provision.

## 17 Place of performance, place of jurisdiction and applicable law

- 17.1 The place of performance for both parties and the exclusive place of jurisdiction for all disputes arising from the contractual relationship is our place of business, subject to any alternative exclusive jurisdiction that might exist by law. Alternatively, we are entitled to also institute legal proceedings against the supplier at the court of his registered offices or his branch office.
- 17.2 German law shall apply exclusively to the contractual relationships to the exclusion of the conflict of laws provisions and the United Nations Convention on the International Sales of Goods (CISG).

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