

General Terms and Conditions of Purchase of MueTec Automatisierte Mikroskopie und Messtechnik GmbH.

§ 1 General / Scope of application

1. The following General Terms and Conditions of Purchase shall apply exclusively to deliveries and services (including services and work) to MueTec Automatisierte Mikroskopie und Messtechnik GmbH (hereinafter: MueTec), unless expressly agreed otherwise. They shall also apply to all future business relations, even if they are not expressly agreed again. The following Terms and Conditions of Purchase shall also apply exclusively if MueTec accepts delivery without reservation in the knowledge of conflicting or deviating terms and conditions of the supplier.
2. General terms and conditions of the supplier which contradict those of MueTec shall only apply as far as they have been expressly agreed to in writing.
3. Additional agreements or agreements of the parties deviating from the General Terms and Conditions of Purchase must be made in writing. This also applies to the waiver of the written form requirement.

§ 2 Conclusion of contract

1. Orders shall be placed by MueTec either in writing, in electronic correspondence or by telecommunication (text form). Orders placed by means of automatic devices shall be deemed to be in writing even in the absence of signature and reproduction of name.
2. Silence on the part of MueTec in response to offers, requests or other declarations by the supplier shall only be deemed to constitute consent if this has been agreed in writing.
3. MueTec shall be bound by the offer to conclude a contract for two weeks. The supplier may only accept the offer within these two weeks.



4. The supplier shall confirm acceptance or rejection of an order placed by us in writing without delay, at the latest, within 3 (three) working days of receipt of the order letter. If no written order confirmation or rejection has been received by MueTec within this period, MueTec shall have the right to cancel the order free of charge.
5. Deviations of the supplier's order from MueTec's order shall only be deemed agreed if they have been expressly confirmed by MueTec in writing. The same shall apply to subsequent amendments to the contract.
6. In the event of suspension of payments or an application for insolvency of the supplier's assets, MueTec shall be entitled to rescind the contract in whole or in part.
7. Drawings, plans and other documents pertaining to the order shall remain the property of MueTec, which reserves all copyrights to these documents.
 - a. If the supplier does not accept MueTec's offers within the period set forth in § 2, para. 3, the documents shall be returned to MueTec without delay or deleted electronically.
 - b. If a contract is concluded, the drawings, plans or other documents may not be made accessible to third parties (including subcontractors) without the express written consent of MueTec. They shall be used exclusively for production based on orders; after completion of the order, they shall be returned to MueTec or deleted without being requested to do so.
 - c. Conversely, this provision shall also apply in favor of the supplier.

§ 3 Terms of payment

1. The price stated by MueTec in the order shall be binding and shall apply free domicile, unless otherwise agreed in writing between the parties. Packaging costs shall be included in the price. The price shall be exclusive of the applicable statutory value added tax if the supplier is an entrepreneur. All invoices from the supplier shall show the order number indicated by MueTec. The supplier shall be responsible for any damage incurred by MueTec because of failure to comply with this obligation, unless the supplier can prove that it is not responsible for the breach of duty.



2. Unless otherwise agreed in writing with the supplier, MueTec shall pay within fourteen working days of delivery of the goods and receipt of the invoice with a 2% discount or within 30 days net.
3. In the event of early delivery by the supplier of the goods, the payment period shall not commence until the agreed delivery date.
4. In the event of defective delivery, MueTec shall be entitled to withhold payments until proper fulfillment without loss of rebates, discounts or similar price reductions. The payment period shall commence upon complete rectification of the defects.
5. MueTec shall be fully entitled to the statutory rights of set-off and retention. MueTec shall be entitled to assign all claims arising from the contract without the supplier's consent. The supplier shall not be entitled to assign claims arising from the contractual relationship to third parties without the prior written consent of MueTec. The supplier may only declare offsetting if its claim is undisputed or has been legally established. The supplier may only assert a right of retention if the counterclaim is based on the same contractual relationship.

§ 4 Terms of delivery

1. The delivery period or delivery date specified by MueTec in the order shall be binding on the supplier.
2. The supplier shall be obliged to inform MueTec immediately in writing if circumstances arise or if it becomes apparent to the supplier that the agreed delivery time cannot be met. Partial deliveries shall only be permitted if MueTec agrees.
3. Unless otherwise agreed between the parties, the CIP clause of the INCOTERMS shall apply to the delivery in accordance with their current status.
4. If the supplier is in default, MueTec shall be entitled to the statutory claims arising from the default. If MueTec asserts claims for damages, the supplier shall be entitled to prove that it is not responsible for the breach of duty.



5. Each delivery shall be accompanied by a delivery bill visible from the outside, showing the order number, the order date and the supplier number as well as the description of type and quantity.
6. The supplier shall comply with MueTec's instructions for the shipment of the goods, in particular its applicable transportation and packaging regulations. The delivery shall be made in packaging appropriate to the type of goods and shall be adapted according to the contents. The goods shall be packed in such a way as to avoid damage during transportation. Only environmentally friendly, recyclable packaging materials may be used. The use of reusable packaging is only permitted with the prior written consent of MueTec.
7. The deliveries must also comply with the statutory safety and environmental protection regulations including the Ordinance on Hazardous Substances, the Electrical and Electronic Equipment Act and the safety recommendations of the responsible German expert bodies or professional associations, e.g. VDE, VDI, DIN. Relevant certificates, test certificates and verifications shall be supplied free of charge.
8. If delivery by "route" is agreed in the terms and conditions agreement or in the order, the following shall apply:
The supplier shall deliver directly to the end customer on the instructions of MueTec. The end customer's order shall be received by MueTec. The order shall be forwarded by MueTec to the supplier, together with a delivery bill from MueTec, which the supplier shall enclose with the delivery to the end customer. Invoicing shall also take place between the supplier and MueTec on the one hand, and between MueTec and the end customer on the other hand.

§ 5 Import and export regulations/customs

1. Imported goods shall be delivered duty paid. The supplier is obliged to provide the declarations and information required under Regulation (EC) No. 1207/2001 at his own expense, to allow inspections by customs authorities and to provide the necessary official confirmations.



2. The supplier undertakes to inform MueTec in detail and in writing about any authorization requirements for (re-)exports in accordance with German, European and US export and customs regulations as well as about export and customs regulations of the country of origin of the goods and services.

In the case of goods requiring an export license, MueTec shall receive the export list numbers (AL No.) in accordance with European foreign trade law and/or ECCN No. in accordance with the US Export Administration Regulation for products originating in the USA.

3. Should the supplier's declarations prove to be incorrect or otherwise inadequate and MueTec is therefore obliged by the competent authorities to submit further evidence (e.g. information sheets), the supplier shall be obliged to provide MueTec immediately with error-free, complete and customs-certified documents on the origin of the goods.
4. Should MueTec or a customer of MueTec be held liable by an authority (in particular a customs authority) due to incorrect declarations of origin made by MueTec or a customer of MueTec, or if MueTec or a customer of MueTec suffers any other financial loss as a result, the supplier shall be liable if the error is based on the supplier's incorrect declaration of origin and the supplier is responsible for this. The same shall apply if the supplier incorrectly informs MueTec of an import or export restriction with respect to the delivered goods.

§ 6 Warranty / Liability

1. MueTec undertakes to inspect the goods for deviations in quality and quantity within a reasonable period after delivery by the supplier. Notification of obvious defects shall be deemed timely if it is sent by MueTec within five working days of delivery of the goods and subsequently received by the supplier; notification of hidden defects shall be deemed timely if MueTec reports and sends them within five working days of their discovery and subsequently receives them from the seller.
2. In the case of consignments consisting of many identical goods, MueTec shall only be required to inspect 3% of the goods delivered. If the goods become unsaleable because of the inspection, a random sample of 0.5% of the delivered items shall be sufficient. If individual samples of a consignment of goods are defective, MueTec may, at its own discretion, demand that the supplier



removes the defective items. If, because of defects, the usual extent of the inspection is exceeded, the supplier shall bear the costs of the inspection.

3. In the case of products which MueTec's customers expect to be delivered in their original packaging, MueTec shall not be required to open them for inspection.
4. MueTec shall be entitled to statutory claims for defects against the supplier. The limitation period for claims for defects shall be 36 months from the passing of risk, unless otherwise agreed.
5. If a claim is made against MueTec by a third party because the delivery made infringes a statutory property right of the third party, the supplier undertakes to indemnify MueTec against these claims on first demand, including all necessary expenses incurred by MueTec in connection with the claim by the third party and its defense, unless the supplier has not acted culpably. MueTec shall not be entitled to recognise the claims of the third party and/or enter into agreements with the third party regarding these claims without the written consent of the supplier. The limitation period for these indemnification claims shall be 36 months, calculated from the transfer of risk.

§ 7 Termination in the event of breach of duty

If MueTec has agreed with the supplier to supply the supplier over a longer period, with or without agreed quantities, MueTec shall be entitled to terminate the entire agreement if the supplier commits a responsible breach of duty and fails to remedy such breach despite being warned by MueTec.

The right to terminate for good cause shall remain unaffected.

§ 8 Product liability

1. If a claim for damages is asserted against MueTec by a third party due to product damage for which the supplier is responsible, the supplier shall indemnify MueTec upon first request against all third-party claims, including the costs necessary to defend against such claims, if the cause lies within the supplier's sphere of control and organisation.



2. If MueTec has to carry out a recall campaign due to a case of damage within the meaning of § 6 para. 4 (ProdSG), the supplier shall be obliged to reimburse MueTec for all expenses arising from or in connection with the recall campaign carried out by it. To the extent possible and reasonable in terms of time, MueTec shall inform the supplier of the content and scope of the recall campaign and give the supplier the opportunity to comment.

Further legal claims of MueTec shall remain unaffected by this.

3. The supplier shall be obliged to take out and maintain product liability insurance with an appropriate level of cover for the goods of at least € 2 million per person/property damage (the fixing of the sum insured shall depend on the respective product and shall be determined individually). Further statutory claims of MueTec shall remain unaffected by this.

§ 9 Property rights / ownership

1. All parts and documents received from MueTec, as well as production data generated therefrom, shall remain the property of MueTec and may be requested by MueTec to be handed over at any time. The supplier may only utilise and/or pass them on to third parties or make them accessible to third parties outside of this contract with MueTec's written consent. After fulfillment of the respective contract, the supplier shall return them to MueTec immediately at his own expense.
2. If MueTec orders parts from the supplier, MueTec shall retain title thereto. Any processing or transformation by the supplier shall be carried out on behalf of MueTec. All data for the processing and transformation shall be the property of MueTec and must be handed over upon request. If the goods to which MueTec retains title are processed with other items not belonging to MueTec, MueTec shall acquire co-ownership of the new item in the ratio of the value of its item (purchase price plus VAT) to the other processed items at the time of processing; the supplier shall retain sole ownership or co-ownership for MueTec.
3. The supplier undertakes not to infringe any third-party rights in connection with its delivery and its products - in particular industrial property rights, patents, design/utility models and trademark rights.



4. If a claim is made against MueTec by a third party for infringement of its rights, the supplier shall be obliged to indemnify MueTec against such claims. MueTec shall not be entitled to enter into any agreements with the third party, to conclude a settlement, without the supplier's consent. The supplier's obligation to indemnify shall be conditional upon the supplier being at fault and shall relate to all expenses necessarily incurred by MueTec because of or in connection with the claim asserted by a third party. This shall not affect statutory claims for compensation or indemnification claims against the supplier.
5. The limitation period for these claims is 36 months, calculated from delivery of the goods.

§ 10 Force majeure

1. If MueTec is prevented by force majeure from fulfilling its contractual obligations, from accepting the goods, MueTec shall be released from its obligation to perform for the duration of the impediment and a reasonable start-up period, without being obliged to pay damages to the supplier. The same shall apply if MueTec's performance of its obligations is made unreasonably difficult or temporarily impossible due to unforeseeable circumstances for which MueTec is not responsible, due to labor disputes, official measures, energy shortages or significant operational disruptions. MueTec may refuse to accept the goods if such circumstances impede the sale of the goods because of a drop in demand.
2. MueTec shall be entitled to withdraw from the contract if such an impediment lasts for more than three months and, as a result, the fulfillment of the contract is no longer of interest to MueTec. At the supplier's request, MueTec shall declare after the expiry of the period whether it will exercise its right of rescission or accept the goods within a reasonable time.

§ 11 Place of jurisdiction / Place of performance / Applicable law

1. The place of performance and exclusive place of jurisdiction for deliveries and payments (including actions on checks) as well as all disputes arising between the supplier and MueTec from the contracts concluded between them shall be the registered office of MueTec, provided that the supplier is a merchant within the meaning of the German Commercial Code (HGB).



2. The relationship between the contracting parties shall be governed exclusively by German law to the exclusion of the CISG. The contractual language is German.

3. Should a provision of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the purpose of this contract shall be deemed to have been agreed if the contracting parties had considered the matter from the outset.

MueTec Automatisierte Mikroskopie und Messtechnik GmbH
Aholming, December 1st 2024

