



Terms and Conditions of Purchase

IBS Ingenieurbüro GmbH

A. General provisions

A1. Subject matter

A1.1 These Terms and Conditions of Purchase apply to all business relationships with Suppliers of IBS. They apply in particular to contracts for the purchase and delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or purchases them from its Suppliers. Where applicable, the special provisions (Part B) take precedence over the general provisions (Part A).

A1.2 Unless otherwise agreed, the Terms and Conditions of Purchase in the version valid at the time of the order placed with the Supplier shall also apply as a framework agreement to similar future contracts without IBS having to refer to them again in each individual case.

A1.3 Any deviating terms and conditions of the Supplier shall not apply.

A1.4 Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting deadlines, reminders, withdrawal) must be made in writing (e.g., letter, e-mail).

A1.5 All order confirmations, delivery documents, and invoices must contain the following:

- Date of issue
- Order ID (number and date)
- Contents of the delivery (item number and quantity)
- Serial or lot number (if available)

IBS is not responsible for delays in processing due to incomplete or incorrect information.

A2. Conclusion of contract

A2.1 Orders and delivery schedules, as well as their confirmation, modification, and supplementation, are only effective if made in writing. IBS employees are not authorized to make verbal side agreements or commitments that go beyond the content of the order, etc., or that modify the Terms and Conditions of Purchase to the detriment of IBS.

A2.2 The Supplier must notify IBS of any obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, before acceptance so that IBS can correct or complete the order. If no notification is given and the error or incompleteness is not corrected, the contract shall be deemed not to have been concluded.

A2.3 If IBS does not receive a written order confirmation from the Supplier with a binding delivery date within 14 calendar days of the order date, IBS shall no longer be bound by the order. Individual delivery calls within the scope of a standing order shall become binding if IBS



does not receive a written objection from the Supplier within seven calendar days of the call date.

A2.4 Any change to the delivery item, in particular to the material, the type of manufacture, or the production location, requires the prior consent of IBS.

A3. Subcontractors

The Supplier must generally fulfill its performance obligations itself and may only entrust third parties ("Subcontractors") with this if IBS has given its prior written consent. Notwithstanding this, the Supplier remains responsible for the provision of services and must ensure that its Subcontractors comply with all provisions of the Terms and Conditions of Purchase.

A4. Time and place of delivery

A4.1 The delivery date specified by IBS in the order is binding. If no delivery date has been agreed, delivery must take place within four weeks of IBS receiving the order confirmation. The decisive factor for compliance with the delivery date is the receipt of the Goods by IBS as agreed. If collection from a specific location has been agreed, the Supplier must make the Goods available in good time and as agreed, taking into account the usual time required for loading and shipping.

A4.2 As soon as the Supplier can foresee that it will not be able to meet the agreed delivery date, it must notify IBS immediately in writing.

A4.3 If the Supplier fails to meet an agreed delivery date, it shall be in default even without a reminder. In this case, IBS may, in addition to its statutory rights, demand a contractual penalty of 1% of the purchase price for each week or part thereof, but not more than 5% of the purchase price in total. IBS reserves the right to prove that higher damages have actually been incurred.

A4.4 IBS shall only be in default of acceptance if the Supplier expressly offers the Goods to IBS.

A4.5 Delivery shall be made to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to the registered office of IBS in Karlsruhe. The risk shall pass to IBS as soon as the Supplier has handed over the Goods as agreed.

A4.6 Both parties shall be released from their obligation to perform for as long and to the extent that it cannot be fulfilled due to force majeure. Force majeure refers to circumstances beyond the control of the respective party, such as strikes, epidemics, natural disasters, failures of the energy supply or technical infrastructure, as well as unrest, terrorist attacks, or acts of war.



A5. Packaging

A5.1 Unless otherwise agreed by the parties, the goods shall be packaged in accordance with standard commercial practice and must be protected in particular against corrosion, mechanical impact, vibration, dust, and dirt.

A5.2 The Supplier shall be liable for damage to the Goods due to defective packaging.

A5.3 The Supplier is obliged to take back the packaging after delivery of the Goods and dispose of it at its own expense. IBS is entitled to dispose of the packaging itself at the Supplier's expense. IBS will send reusable packaging (returnable packaging) to the Supplier on request and at the Supplier's expense.

A6. Quality assurance measures

A6.1 The Supplier shall establish and maintain a documented quality assurance system that is appropriate in terms of type and scope and corresponds to the current state of the art. The Supplier shall keep records, in particular of its quality inspections, and make these available to IBS upon request. The Supplier hereby agrees to quality audits by IBS or a representative appointed by IBS to assess the effectiveness of its quality assurance system.

A6.2 The Supplier must carry out factory quality control of the Goods to be delivered by him, in particular an outgoing Goods inspection.

A6.3 In the event of process disruptions and quality deviations, the Supplier must analyze the causes, initiate corrective measures, verify their effectiveness, and document its actions in a suitable form, e.g., using the 4D/8D method.

A6.4 The Supplier generally undertakes to keep records of its tests and to hand these over to IBS in a timely manner. All test, measurement, and inspection results must be archived for ten years. The Supplier must also keep samples of ordered Goods for the same period of time, if requested by IBS.

A6.5 IBS is entitled to inspect the records and documents, make copies of them, and request the goods samples for inspection purposes. IBS shall bear any shipping costs.

A7. Supplier's retention of title

IBS only accepts a retention of title by the Supplier insofar as it relates to IBS's payment obligation for the Goods to which the Supplier retains title. This excludes all other forms of retention of title, in particular extended and prolonged retention of title.

A8. Prices and terms of payment

A8.1 The price stated in the order is binding. All prices include the statutory sales tax applicable at the time of ordering, unless this is shown separately.



A8.2 The price includes all services and ancillary services provided by the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., for proper packaging, transport costs including any transport and liability insurance).

A8.3 Unless otherwise agreed, IBS shall pay within 14 calendar days with a 3% discount or within 30 calendar days net after complete delivery of the Goods according to contract and receipt of a proper invoice. In this respect, timely receipt of the transfer order from IBS by the bank shall be sufficient.

A8.4 In the case of producing a work in accordance with Part B and services provided in accordance with Part C, a copy of the acceptance report or activity report signed by IBS must be enclosed for each performance invoiced, otherwise no payment can be made.

A8.5 Interest on arrears is generally not owed. The statutory provisions apply to late payments.

A8.6 IBS is entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. The Supplier is only entitled to rights of set-off or retention insofar as its claim has been legally established or is undisputed.

A9. Warranty for defects

A9.1 In the event of material defects or defects of title in the delivered Goods or the work produced (collectively: "performance"), IBS shall be entitled to the full statutory warranty claims. In particular, the Supplier guarantees that the performance has the agreed quality at the time of transfer of risk (A4.5) or upon acceptance (B4.3). Even without specific mention, this always includes that the performance complies with the specifications of the order, the current status of the documents provided by IBS (drawings, technical specifications, data sheets, etc.), the relevant technical standards (e.g., DIN, VDE, VDI, etc.) and the legal requirements (e.g., REACH, ROHS, CE, etc.).

A9.2 Acceptance and payment for the performance by IBS does not mean that IBS acknowledges it as free of defects. The same applies to the prior acceptance or approval of samples or specimens submitted.

A9.3 In the case of delivered Goods, IBS's obligation to inspect is limited to defects that are apparent during the incoming Goods inspection upon external examination, including the delivery documents (e.g., transport damage, incorrect or short delivery). IBS's obligation to give notice of such obvious defects shall in any case be deemed to have been fulfilled if IBS notifies the Supplier thereof within 14 calendar days of the transfer of risk. The same period shall apply to the obligation to give notice of non-obvious defects from the time of their discovery.

A9.4 Subsequent performance also includes the removal of the defective Goods and their reinstallation, provided that the Goods were installed in another item in accordance with their intended use. The Supplier shall bear the expenses necessary for the purpose of inspection



and subsequent performance even if it turns out that there was in fact no defect. If the defective delivery necessitates an incoming inspection exceeding the usual scope or additional sorting, the Supplier shall bear the associated additional costs.

A9.5 If the Supplier fails to fulfill its obligation to remedy the defect within a reasonable period set by IBS, IBS may remedy the defect itself and demand reimbursement of the necessary expenses.

A9.6 The warranty period is 36 months from the transfer of risk or, if applicable, from acceptance. The warranty period shall recommence for replaced parts. Claims arising from legal defects (A13.) shall not become time-barred as long as the third party can still assert its rights against IBS.

A10. Supplier recourse

A10.1 IBS is entitled to unrestricted statutory recourse claims within a supply chain in addition to warranty claims for defects. In particular, IBS is entitled to demand from the Supplier exactly the type of subsequent performance that IBS owes to its customer in the individual case.

A10.2 Before IBS acknowledges or fulfills a warranty claim asserted by a customer, IBS shall notify the Supplier and request a written statement. If this is not provided within a reasonable period of time and no amicable solution is reached, the warranty claim actually granted by IBS shall be deemed to be owed to the customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.

A10.3 IBS shall also be entitled to claims for recourse against the Supplier if the defective Goods have been further processed by IBS or another entrepreneur (e.g., by incorporation into another product).

A11. Liability

A11.1 Liability for damages is governed by the statutory provisions.

A11.2 The Supplier shall maintain business liability insurance with adequate coverage at all times and shall provide IBS with current proof of insurance upon request.

A12. Product liability

A12.1 The Supplier shall be liable for all personal injury or property damage attributable to a defective product supplied by it. It shall indemnify IBS against all product liability claims asserted against IBS by third parties.

A12.2 The Supplier shall bear the costs corresponding to its share of responsibility, including the costs of any legal action or recall campaign, as well as other necessary expenses incurred by IBS in connection with the claim by a third party.

A12.3 The Supplier shall maintain product liability insurance at all times with a coverage of € 10 million per claim and shall provide IBS with current proof of insurance upon request.



A13. Third-party rights

The Supplier guarantees that the intended use of the delivered Goods does not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures the Goods or has them manufactured. It indemnifies IBS against all claims by third parties that are asserted against IBS.

A14. Data protection

The parties shall comply with the statutory provisions on data protection when processing personal information. This also includes technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation of employees to maintain data secrecy (Art. 28 (3) sentence 2 lit. b GDPR).

A15. Confidentiality

A15.1 Handling of confidential information shall be governed primarily by the confidentiality agreement concluded between the parties.

A15.2 If there is no confidentiality agreement between the parties, they shall nevertheless maintain secrecy about all confidential information that comes to their knowledge in the course of their business relationship, in particular business or trade secrets, and shall neither disclose such information nor exploit it in any other way.

A15.3 The obligation of confidentiality shall not apply if the information in question must be disclosed on the basis of a court order, an order by a public authority, or a law. The party subject to such an obligation shall immediately inform the other party of the disclosure and shall disclose the information in such a way that confidentiality is maintained as far as possible.

A16. Export control and customs

A16.1 The Supplier shall inform IBS of any (re-)export licensing requirements or restrictions applicable to the Goods under German, European, or US export control and customs regulations, as well as those of the country of origin of the Goods. In good time before the first delivery, the Supplier shall send the following information in particular by e-mail (if relevant in individual cases) for products subject to approval:

- IBS material number
- Product description
- All export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN)
- Country of origin of the Goods within the framework of trade policy



- Customs tariff number (HS Code) of the Goods
- Responsible contact person for inquiries

A16.2 The Supplier shall inform IBS immediately of any technical, legal, or regulatory changes to the approval requirements for the Goods it supplies.

A17. Referencing

The supplier may only advertise its business relationship with IBS and, for example, use the company logo on its website or for other marketing purposes if IBS has given its prior written consent.

A18. Final provisions

A18.1 The place of performance for all services (deliveries and payments) is the registered office of IBS in Karlsruhe.

A18.2 All notifications, requests, and other communications from the Supplier provided for in these Terms and Conditions must be made in writing (e-mail is sufficient).

A18.3 The contract language is German. Translations into other languages are for ease of understanding only and are not legally binding. The German language version prevails in case of contradiction.

A18.4 German law applies, excluding the UN Convention on Contracts for the International Sale of Goods.

A18.5 The exclusive place of jurisdiction is Karlsruhe.

A18.6 Should one of the above provisions be or become invalid or should a necessary provision not be included, this shall not affect the validity of the remaining provisions. In this case, the parties shall endeavor to find a mutually acceptable solution.

B. Special provisions to perform a work

If IBS has commissioned the Supplier to perform a work (§§ 631 ff. BGB), the following provisions shall apply in addition to the General Provisions (Part A).

B1. Production of a work

B1.1 The individual performance to be rendered by the Supplier is specified in the performance or product description. The Supplier shall have the necessary tools and operating resources at its disposal to fulfill its performance obligations. If IBS requires its own tools in order to be able to use the work results, the Supplier shall make these available to IBS on a permanent basis.



B1.2 If, before or during the production of the work, the Supplier has doubts about the accuracy of the data provided by IBS, it shall notify IBS immediately so that the parties can jointly remedy the situation.

B1.3 The Supplier shall ensure the complete traceability of the Goods produced. It is therefore obliged to label the Goods, their components (including batch designation) and, if applicable, the packaging as agreed. It must ensure that the labeling of packaged Goods remains legible during transport and storage.

B1.4 If the Supplier is unable to deliver Goods that meet the specifications in the foreseeable future, it shall only deliver deviating goods if IBS has given its prior written consent. This consent does not yet imply acceptance.

B2. Supplies etc. provided by IBS

B2.1 IBS reserves ownership rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions, and other documents. Such documents are to be used exclusively for the contractual performance and returned to IBS after its completion. The Supplier may not make them available to third parties or use or reproduce them itself or through third parties without the express consent of IBS.

B2.2 The provision in B2.1 applies accordingly to substances and materials as well as to tools, templates, samples, and other items that IBS provides to the Supplier for production. Such items shall be stored separately at the Supplier's expense and insured to an appropriate extent against damage and loss until they are processed.

B2.3 After delivery of the Goods, a stock report must be sent to IBS, indicating the type and number of components still available at the Supplier's premises. The parties shall agree on the further use of unassembled components.

B2.4 If IBS has provided the Supplier with tools to manufacture or process the Goods to be delivered, and if the Supplier recognizes or could have recognized that the tools are not or no longer suitable for producing defect-free Goods, it shall notify IBS immediately so that IBS can replace the tools in question. If no notification is made and IBS receives Goods that are defective due to unsuitable tools, IBS reserves the right to reject the Goods as not being in accordance with the contract.

B2.5 The processing, mixing, or combining by the Supplier of items provided by IBS shall be carried out according to the FIFO principle and shall be done on behalf of IBS. IBS shall become co-owner of the resulting product in proportion to the value of the item provided to the value of the resulting product.

B2.6 Goods manufactured according to IBS specifications may not be used by the Supplier itself or offered or delivered to third parties.



B3. Sample approval and price adjustment

B3.1 Series production may only commence once IBS has expressly approved and released the samples, which must be submitted by the Supplier together with the initial sample test report.

B3.2 The selection and procurement of individual components of the sample is the responsibility of the Supplier, unless they are provided by IBS. The final versions must be listed in the initial sample test report, stating the revision and date.

B3.3 Similarly, the Supplier must obtain approval from IBS for the relevant production processes before starting series production.

B3.4 The prices agreed upon approval for series production shall remain valid until the agreed date. Both parties may then request a price adjustment upwards or downwards once per calendar year if the relevant price index has changed by at least 3% during the previous calendar year. Any price adjustment shall take effect at the beginning of the calendar quarter following the request for adjustment.

B4. Acceptance

B4.1 Upon completion of a work, the Supplier shall notify IBS so that it can carry out the acceptance test and shall submit a meaningful proof of activity.

B4.2 IBS shall accept a work if it meets the acceptance criteria agreed in the performance or product description. Any defects found during the acceptance test shall be recorded by IBS in the acceptance or initial sample test report. The Supplier shall remedy defects immediately and make the work available for acceptance again. Minor defects shall be remedied by the Supplier within the scope of the warranty for defects (A9).

B4.3 Acceptance by IBS shall be made in writing using the protocol provided for this purpose. IBS shall either declare acceptance or reject the work due to a defect that is not merely insignificant. This shall take place within 14 calendar days after the work has been made available for the acceptance test (B4.1). Tacit acceptance is excluded.

B5. Granting of rights of use

B5.1 Upon acceptance, IBS shall irrevocably receive the exclusive right, unlimited in terms of space and time, to use the work for its intended purpose.

B5.2 In exceptional cases, IBS is permitted to use the work on a trial basis prior to acceptance, insofar as this is necessary to carry out the acceptance test.

B6. Yield and error rate

B6.1 The Supplier guarantees a maximum error rate of 1% (99% yield of the end product) in the manufacturing process.

B6.2 Defective parts must be sent to IBS in separate packaging marked "defective."



B6.3 No later than the last week of each quarter, the Supplier shall prepare a yield report. The report shall contain the total yield of all manufacturing orders delivered within the reporting period.

B6.4 If the yield in the reporting period is less than 99%, the Supplier shall prepare a corrective action report. The Supplier is also obliged to reimburse IBS for the costs of components provided for the defective parts according to the yield report.

C. Special provisions to perform a service

If IBS has commissioned the supplier to perform a service (§§ 611 ff. BGB), the following provisions shall apply in addition to the General Provisions (Part A).

C1. Provision of services

C1.1 The individual services to be provided by the Supplier are specified in the performance or product description.

C1.2 The service dates agreed by the parties are binding. The Supplier must notify IBS of any intended change to the date at least 30 calendar days before the originally agreed date. A change to the date shall only take effect if IBS agrees to it in writing.

C1.3 If the service is to be provided by named employees of the Supplier as agreed, the supplier may only use other employees with prior written consent of IBS.

C2. Right of cancellation

C2.1 IBS may cancel services in whole or in part up to 60 calendar days before the first agreed date for the performance of services free of charge and up to 30 calendar days before the agreed date for the performance of services for a fee of 20% of the agreed remuneration but not exceeding € 10,000.

C2.2 Up to 30 calendar days before the first agreed date for the performance of services, IBS may request the Supplier to change individual dates or service components. If the Supplier does not comply with the request, IBS may cancel the service free of charge.

C3. Resources etc. provided by IBS

If the Supplier requires resources to be provided by IBS (e.g., premises, equipment, personnel support, etc.) in order to perform its services, it must notify IBS of this no later than 30 calendar days before the first agreed date for the performance of services.



C4. Granting of rights of use

C4.1 If the Supplier creates documentation or other material accompanying its services individually for IBS, IBS shall receive the irrevocable and exclusive right to use and exploit the documents and the information contained therein as it sees fit.

C4.2 IBS shall have a non-exclusive right of use for its own purposes to all other documents that have been permanently provided to IBS.

C5. Approval requirement

C5.1 Before the Supplier may invoice for its services, it must submit a comprehensive proof of activity to IBS. This must be submitted within 30 calendar days of the services being provided.

C5.2 Within 14 calendar days of submission of the proof of activity, the Supplier shall receive either written confirmation or a justified complaint from IBS. In the latter case, the parties shall endeavor to find a solution together.