

## **1 Scope**

### **1.1**

The following terms and conditions of purchase shall apply exclusively to all purchase orders and deliveries in commercial business transaction. Supplier terms and conditions shall only be binding for us if and to the extent expressly acknowledged by us in writing for the respective conclusion of contract.

### **1.2**

Individual agreements concluded in the individual case with the supplier (including side agreements, additions, and amendments) shall always have precedence over these conditions of purchase. A written agreement or written confirmation shall prevail in respect of the contents of such agreements. All other JULABO conditions shall remain unaffected and in full force and effect.

### **1.3**

These terms and conditions of purchase shall particularly apply to all contracts concerning the sale and/or delivery of movable property ("goods"), whether the supplier produces the goods himself or buys them from sub-suppliers (§§[433](#), [651](#) German Civil Code). Unless agreed differently, the terms and conditions of purchase applicable at the time of our purchase order and/or at least in the version communicated last in textual form to the supplier or via an express reference to our Internet page shall apply as framework agreements also for future contracts of the same kind without us having to mention such in every individual case.

## **2 Purchase orders / call orders / suppliers obligation**

### **2.1**

Our purchase orders / call-offs can be issued by mail, fax, e-mail or phone and must be confirmed by the supplier immediately referencing the purchase order or call-off number. Otherwise our purchase orders/ call-offs shall be considered as accepted, unless the supplier objects within five working days after receipt in writing.

### **2.2**

To the extent reasonable for the supplier, we can request changes to the delivery item with respect to design and execution. In this regard, the effects, in particular, with respect to additional costs or cost reductions as well as delivery times shall be agreed amicably and appropriately.

### **2.3**

If the contractual documents (in particular, the purchasing order) contain diagrams or drawings provided by us, these shall be the sole basis for contract execution by the supplier. In particular, our diagrams or drawings shall have priority over such documents of the supplier, unless agreed differently.

## **2.4**

The supplier shall comply with the quality assurance verification level for development and design, production, assembly, and customer service per DIN ISO 9000 ff. (see 5 Quality and documentation)

The supplier shall treat the contract conclusion confidentially. The supplier may only mention us as reference to third parties with our written approval. The supplier shall treat the information made accessible to them in connection with the conclusion and execution of the contract confidentially, unless it is verifiably generally known.

## **2.5**

The supplier shall be solely responsible to ensure that the delivered goods or parts of such comply with all relevant laws and regulations regarding the restriction of pollutants in their respectively applicable version. In particular this aims at the compliance of the following regulations/directives: Rohs (Directive 2011/65/EU), Reach (Regulation (EC) No 1907/2006), PoP (Regulation (EC) No 850/2004 on persistent organic pollutants) and Conflict Minerals (Dodd-Frank Act).

The requirements concerning material restrictions and reporting obligations arising from these directives and regulations are detailed in the [Delivery Specifications for Pollutants Management](#).

## **2.6**

The legal regulations of the country of production as well as of the country of sales must be mandatorily met by the supplier for goods and materials as well as procedures that require special treatment, among others, with respect to transport, packaging, marking, storage, handling, production, and disposal due to laws, regulations, other provisions or due to their composition and their effect on the environment.

In particular, all hazardous substances and water-polluting substances may only be delivered to us after submission of an EC safety data sheet and respective approval.

## **2.7**

The supplier shall comply with all applicable anti-corruption, money laundering, and anti-terrorism laws, including but not limited to those of the United States, the supplier's country, the country of our headquarters, as well as the country of the final destination of the goods and/or provision of services by the supplier as well as any intermediate states (collectively referred to as "applicable laws"). Beyond that, the supplier ensures compliance with the requirements of the Dodd Frank Act, and thus omits the use of so-called conflict commodities as well as goods containing conflict commodities.

The supplier shall indemnify us from all consequences, in particular, damages and third party claims against us that are the result of supplier culpably not, not completely, or not in a timely manner complying with or fulfilling the above regulations (2.5 -2.7).

## **3 Delivery time / delay in delivery / contractual penalty**

### **3.1**

Agreed delivery dates and delivery times are binding. An imminent delay in delivery shall be communicated to us immediately in writing.

### **3.2**

If the supplier does not render its services or not within the agreed delivery time or is in arrears, our rights - in particular, of cancellation and compensation - shall be determined according to the statutory regulations. The regulations under 3.3 shall remain unaffected.

### **3.3**

If the supplier is in arrears, we can demand a contractual penalty in the amount of 1 % of the net price per completed calendar week, however, not more than 5 % of the net price of the delayed delivered goods. We shall be entitled to assert the contractual penalty in addition to contract fulfillment and as minimum amount of damages owed by the supplier according to the statutory regulations. The assertion of further damages shall remain unaffected. If we accept the delayed services, we shall assert the contractual penalty latest with the final payment.

### **3.4**

Partial deliveries shall require our approval. Excess or short deliveries shall only be permissible within the scope of commercial standards.

### **3.5**

An early delivery not approved by us shall not affect the terms of payment bound to the planned delivery date.

### **3.6**

If the goods are delivered early, we shall reserve the right to not accept the goods, to return them freight forward or to charge the costs incurred for storage in the amount of storage costs customary at the location and to reduce the payment for the invoice, taking into account the discount up to the agreed date of delivery.

## **4 Delivery / transfer of risk / packaging**

### **4.1**

Unless agreed differently, delivery within Germany shall be carriage paid to the location stated in the purchase order. If the place of destination has not been stated and nothing else has been agreed, delivery shall be to our registered office in 77960 Seelbach, Germany, Gerhard-Juchheim-Str. 1, Goods Receiving. Receipt must be confirmed (by signature). The place of destination is also the place of performance for the delivery and a possible supplementary performance (obligations to provide).

### **4.2**

On the day of shipment, two copies of a detailed delivery note (dispatch note), including the statutorily required accompanying documents (hazardous goods documents), including the date, our article and batch number, as well as our order number as well as the goods designation, must be enclosed at a well visible location or handed over to the Goods Receipt personnel prior to unloading of the goods.

Every packaging unit/package (e.g., crate, box) must also contain a packing slip. The packing slip must contain the following information:

- Order number
- Article number and batch number
- Supplier's name
- Number of packages
- Number of parts per package
- Net and gross weight of the complete shipment

Our article number and our order number shall also always be provided on the order confirmation and on other documents.

Deliveries shall be within the following hours:

Monday – Thursday	6:00 am – 12:30 pm 1:00 pm – 3:30 pm
Friday	6:00 am – 10:00 am 10:30 am – 1 pm

#### **4.3**

The risk of accidental loss and the accidental deterioration of the goods shall pass to us with handover at the place of performance. Goods shall be kept for us free of charge and at the supplier's risk until they are shipped. As far as an acceptance is agreed, this shall be relevant for the transfer of risk. Apart from that, the statutory provisions governing contracts for work and services shall apply to acceptance. Default of acceptance by us shall be equivalent to handover or acceptance.

#### **4.4**

The statutory provisions shall apply in the event of our default of acceptance. The supplier must, however, expressly offer its performance even if a defined or definable calendar period is agreed for an act or contribution on our part (e.g. provision of material). If we are in default of acceptance, the supplier can demand compensation for its extra expenses in accordance with the statutory provisions (§ 304 German Civil Code). If the contract concerns non-fungible goods (single-unit production) that are to be produced by the supplier, the supplier shall only be entitled to further-reaching rights if we are obliged to provide assistance and are responsible for the failure to provide the assistance.

#### **4.5**

Packaging is included in the price. If something else is agreed in an exceptional case, packaging shall be charged at cost. Unless packaging is specified by us, the supplier shall select suitable packaging and ensure that the packaging protects the goods from damage. The selection of a favorable mode of transport shall not jeopardize transport safety.

#### **4.6**

We request corrosion protection with a protective effect of at least one year for standard packaging. Application and amount of corrosion protection shall follow the instructions of the manufacturer.

It is essential that pipelines are packed such that they are effectively protected during common handling and storage.

Furthermore, sealing and threaded surfaces as well as surface coatings shall be protected sufficiently against damage.

Sensitive electronic components or device shall be delivered with protection against static charge. Unpacking, repacking, and packing may only take place at an ESD-safe workplace.

#### **4.7**

If small parts or different purchase orders are enclosed in a package, they shall be clearly divided using separate packaging and uniquely labeled.

## **5 Quality and documentation**

### **5.1**

The supplier shall be responsible for ensuring that its deliveries comply with the acknowledged rules of technology, the safety and other regulations, statutory regulations, in particular with the CE conformity rules, the agreed technical data (including DIN/EN standards), as well as the committed properties.

### **5.2**

Notwithstanding the above, the supplier shall continually monitor the quality of the delivery items. The contractual partners shall exchange information about the possibility of quality improvement. If the type and scope of tests and the test equipment and methods have not been firmly agreed between the supplier and us, we shall be prepared, at the request of the supplier, and within the limits of its knowledge, experience and possibilities, to discuss the tests with the supplier in order to determine the desired standard of testing technology. In addition, we shall, upon request, inform the supplier about the applicable safety regulations.

### **5.3**

Furthermore, the supplier shall continuously monitor its processes to further improve them and thus to also further improve its products. Readiness for mutual cooperation shall be expected in all quality-relevant questions. Ideally, the supplier maintains a quality management system at least in compliance with the requirements of DIN EN ISO 9001.

### **5.4**

The supplier shall allow our representatives to perform a product-related process audit subject to prior agreement in order to assess the quality assurance measures of the supplier.

In this context, special tests can be agreed that will be documented by us in written test instructions, whose fulfillment shall be documented by the supplier. We shall be authorized to review these documents at any time.

Upon request, the supplier shall enter a quality assurance agreement with us.

## **6 Duty of notify and care**

Provided we have informed the supplier about the intended use of the goods to be supplied, or such use is apparent to the supplier even without express mention, the supplier shall be obliged to inform us immediately if the goods provided by the supplier are considered unsuitable for the intended use. The supplier shall ensure that the deliveries and services comply with the environmental protection, accident prevention, and other occupational safety provisions, the safety-related rules as well as all legal requirements applicable in the Federal Republic of Germany and shall inform us about special, not generally known handling and disposal requirements for every delivery.

## **7 Reservation of title**

### **7.1**

The title to goods shall be transferred to us unconditionally and regardless of whether the purchase price has been paid. However, if we accept title based on a conditional offer of the supplier due to paying the purchasing price, the reservation of title of the supplier shall void latest at the time of payment of the purchasing price for the delivered goods. In the due course of business, we shall remain authorized to resell the goods even prior to paying the purchasing price through advance assignment of any resulting claims (alternative application of the simple or prolonged reservation of title for resale). With that, all other forms of reservation of title, in particular the extended, forwarded, or reservation of title prolonged for further processing, shall be excluded.

## **8 Payment**

### **8.1**

The price specified in the purchase order is binding. Unless agreed differently, all prices shall include free delivery to the point of receipt indicated by us, including freight, insurance, packaging, and auxiliary costs.

### **8.2**

Unless agreed differently, the invoice shall be settled within 14 days less 3 % discount or within 30 days' net. The periods shall start as of the date of invoice receipt, however, not prior to goods receipt or, in the case of services, not prior to their acceptance, and if documentation or similar is included in the scope of services, not prior to their handover to us according to the contract. Time delays caused by incorrect or incomplete invoices shall not influence any discount periods.

### **8.3**

The supplier's invoice shall contain the accurate designation of the goods, our order number, order date, our article number, and the delivery note number. The invoice shall be sent per mail or e-mail.

### **8.4**

Payments shall be via bank transfer.

### **8.5**

Payment shall be subject to invoice verification. Our payment shall not confirm the fulfillment of the supplier's contractual obligations. The supplier shall be obliged to reimburse overpayments to us.

## **9 Warranty**

### **9.1**

The supplier shall ensure according to the statutory provisions that its deliveries comply with the acknowledged rules of technology and the contractually agreed properties, standards, as well as the safety, occupational safety, accident prevention, and other regulations, have the committed properties and that they are free from defects of title or defects (including incorrect or short delivery, faulty assembly, operating, and user instructions).

## **9.2**

The statutory provisions (§§ 377, 381 German Commercial Code) shall apply to the commercial duty to examine and requirement to give notice of defects as follows:

Our duty to examine shall be limited to defects that become obvious during our incoming goods inspection through visual inspection, including the delivery documentation and during our quality control through sampling (e.g., transport damage, incorrect or short delivery). No examination shall be required, if an acceptance procedure was agreed. Apart from that, it depends to what extent an examination is feasible in the due course of business taking into account the circumstances of the individual case.

Our duty to report any defects discovered later shall remain unaffected. In all cases, our complaint (notice of defect) shall be deemed to have been without undue delay and in time if it is received by the supplier within 10 (ten) working days from defect detection. Insofar, the supplier shall waive the objection of the delayed complaint.

## **9.3**

If the supplier fails to honor its obligation to provide subsequent performance within a reasonable period set by us, by either rectifying the defect (rework) or supplying a non-defective replacement (replacement delivery) as we see fit, we shall be entitled to rectify the defect and demand compensation from the supplier for the expenses incurred or an appropriate advance payment. If the supplementary performance by the supplier has failed or is not reasonable for us (e.g., due to particular urgency, endangerment of the operating safety or impending occurrence of disproportionate damage) there shall be no need to set a deadline. We shall inform the supplier of such circumstances immediately, if possible, beforehand.

## **9.4**

The costs (including possible removal and installation costs) spent for the purposes of testing and rectification shall be borne by the supplier, unless it is established that no defect was present.

## **9.5**

Apart from that, we shall be entitled to a reduction of the purchase price or withdrawal from the contract according to the statutory provisions in the case of a defect of quality or defect of title. We shall also have the right to damages and to the reimbursement of expenses in accordance with the statutory provisions.

## **9.6**

Unless agreed differently, the warranty period shall be 24 months from the transfer of risks, or, if an acceptance procedure is agreed, from acceptance. These periods apply to all contractual claims for defects to the extent permitted by law.

## **9.7**

The supplier shall indemnify us from all claims based on manufacturer's liability to the extent that the supplier is responsible for the defect causing the liability. Apart from that, statutory provisions apply.



## **10 Termination of framework agreements**

### **10.1**

An extraordinary right of termination shall apply in the event of an important reason. This includes, in particular, the opening of insolvency proceedings against the assets of a contractual partner or if insolvency proceedings were rejected on the grounds of insufficient assets or insolvency filing of the other contractual partner or the serious, continuing breach of important contractual obligations (e.g., serious quality problems). § 314 German Civil Code shall apply, with the condition that a warning must be at least in text form to produce legal effects.

### **10.2**

Termination of a framework agreement shall leave the legal consequences regarding placed purchase orders unaffected. The respective individual contracts have their own commercial basis.

## **11 Property rights**

### **11.1**

The supplier shall be liable for ensuring that the delivery and use of the obtained items does not violate any property rights of third parties. In the event of a breach of this obligation the supplier shall be obligated to pay compensation for damages, in particular, to indemnify us against claims, unless the supplier provides evidence that it is not responsible for the breach of duty.

### **11.2**

Upon our request, the supplier shall notify us about the use of published and unpublished in-house and licensed property rights and applications for such rights to the delivery item.

### **11.3**

If purchase orders are fulfilled based on designs, data transmissions, print orders, and drawings, they may not be used for other purposes or made accessible to third parties without our permission. The reproduction of such items shall only be permissible within the framework of operational requirements and the copyright stipulations.

## **12 Use and transfer of means of production and confidential information**

### **12.1**

The contractual parties shall treat all non-obvious commercial and technical details, which come to their knowledge through their business relationship, as trade secrets.

### **12.2**

We shall reserve all property and copyrights to images, plans, drawings, calculations, execution instructions, product descriptions, and other documents. Such documents shall be used exclusively for the contractual performance and shall be destroyed and proof of destruction provided after performance of the contract and expiration of the statutory retention periods. The documents shall not be disclosed to third parties during the contract or after termination thereof. The nondisclosure obligation shall only expire if and to the extent the knowledge contained in the provided documents becomes publicly known.



The above provision shall apply respectively for substances and materials (e.g., software, finished and semi-finished products) as well as tools, templates, samples, and other items provided by us to the supplier for manufacturing. Such items shall - as long as they are not processed - be stored separately and insured to the usual extent against destruction and loss at the expense of the supplier.

Processing, mixing, or combination (further processing) of provided items shall be undertaken for us by the supplier. The same shall apply for further processing of the delivered goods by us, so that we are considered the manufacturer and acquire property of the product latest with further processing according to the statutory provisions.

### **12.3**

The same obligations shall be imposed on sub-suppliers.

## **13 General provisions**

### **13.1**

For these business terms and conditions and for the complete legal relationship between the supplier and us, the law of the Federal Republic of Germany is exclusively applicable, in particular, excluding the rules and regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### **13.2**

Unless agreed differently, the place of performance for all deliveries is Seelbach.

### **13.3**

The place of jurisdiction is Lahr/Black Forest. It shall be at our discretion to bring action before a court at the supplier's place of or at the place of performance.