

# CIP Mobility GmbH – Standard Terms and Conditions of Purchase

## 1. General

- 1.1 These General Terms and Conditions of Purchase (GTCP) are valid for all business relationships with our clients and suppliers (hereinafter: "suppliers"). They apply in their respective version as a framework agreement for all contracts in the future on the purchase of moveable objects and of works and services with the same suppliers, without us having to refer to these again in each individual case.
- 1.2 Our GTCP apply exclusively; we do not recognise conflicting supplier conditions or conditions which deviate from our GTCP or from legal conditions, unless we have agreed expressly to their validity in writing. This also applies if we have not expressly objected to their application or have unconditionally accepted the supplier's delivery while aware of the supplier's general business conditions.
- 1.3 Supplementary arrangements between us and the supplier shall only be legally valid in those cases in which they have been expressly stated in writing. Verbal arrangements only apply when we have confirmed them in writing.

## 2. Order and order confirmation, conclusion of contract

- 2.1 Orders or amendments are only binding when they have been issued or confirmed by us in writing. Before accepting any purchase order the supplier must point out obvious mistakes (e.g. misspellings or calculation errors) and any incompleteness in the purchase order including the purchase order documents for the purposes of correction and/or completion; the contract shall otherwise be regarded as not concluded.
- 2.2 The supplier is obliged to confirm our order (acceptance) within a deadline of 2 weeks in writing. Acceptance will be seen as punctual, dependant on the confirmation of the order at our premises. An order confirmation received after this time limit will be considered as a new offer and requires our acceptance.

## 3. Prices and terms of payment, details on invoice

- 3.1 The price quoted in the order is binding. All the prices include the legal rate of value added tax, if this is not shown separately.
- 3.2 Unless otherwise agreed in an individual case, the price includes all of the supplier's services and ancillary services (e.g. assembly, installation) and all other expenses (e.g. travel costs, proper packaging, transport costs, including any transport and liability insurance). The supplier shall take back packaging material if requested to do so.
- 3.3 Unless otherwise agreed, the agreed price shall be due for payment within 30 calendar days following complete delivery and service (including any acceptance of performance that may have been agreed) as well as receipt of a proper invoice. To the extent that the supplier has to furnish reports on material tests, inspection protocols, documents showing quality assurance or any other documentation, the delivery will be deemed complete only after receipt of all such documents.
- 3.4 We are not liable for interest on maturity (paragraph 353 of the German Commercial Code HGB). Supplier claims for payment of default interest shall not be affected. If there is a delay, the supplier shall be issued a written warning.
- 3.5 The supplier shall only have a right of offset or retention in the event of res judicata or counterclaims that have been recognised by us.

- 3.6 No remuneration will be granted for the drawing up of offers and plans.

## 4. Delivery

- 4.1 The delivery period indicated on the order (delivery date or deadline) is binding. Earlier deliveries are not permitted.
- 4.2 The supplier is obliged to inform us immediately in writing if circumstances arise or become recognisable which can lead to failure to comply with the delivery date.
- 4.3 Unless agreed otherwise in writing, delivery shall take place in the form of free delivery to the delivery point specified in the order. The place of fulfilment (obligation) for the delivery is the respectively determined location. If delivery ex-works has been arranged, the supplier shall dispatch at the lowest possible cost unless the customer has prescribed a specific mode of dispatch.
- 4.4 Unless otherwise agreed in writing, partial, extra or short deliveries are not permitted.

## 5. Free-issue parts

We reserve title and copyright to tools, models, plans, drawings, illustrations, calculations, instructions, product descriptions and other documents and information which we make available to the supplier. This type of documentation and information is to be used exclusively for the contractual service and to be returned to us after the contract has been fulfilled. The documentation and information shall be treated as confidential with regard to third parties.

## 6. Inspection of defects, responsibility for defects

- 6.1 For our rights in the event of material defects and defects of title of the goods and in case of other breaches of duty by the supplier, the statutory provisions shall apply unless agreed otherwise in the following.
- 6.2 Our duty to inspect as part of the incoming lot control is limited to defects which are evidently revealed by an external examination, including examination of the delivery documents, in particular transport damage, as well as identity and quantity deviations. Our obligation to give notice of defects discovered at a later point in time remains unaffected. In all cases our objection (notification of defects) shall be deemed timely and without delay in the case of obvious defects if it is delivered to the supplier within 5 days, calculated from the time the goods were received, or in the case of hidden defects within 10 days from the point of discovery.
- 6.3 Notwithstanding § 438 para. 1, no. 3 BGB (German Civil Code), the general limitation period for claims for defects is 3 years from the passage of risk. Insofar as an acceptance has been agreed, the statute of limitations shall begin with the acceptance. The 3-year long general limitation period also applies to claims from defects of title, whereby the statutory limitation period for claims in rem for the restitution of property (§ 438 sect. 1 No. 1 BGB) (German Civil Code) remain unaffected; Claims on the grounds of legal defects shall not become statute-barred, as the third party can still assert the right against us, particularly in the absence of limitation.
- 6.4 Should the supplier negligently fail to honour his obligation – at our option, the subsequent performance can be made by elimination of the defect (subsequent improvement) or by delivery of a new product without defects (replacement delivery) – within a reasonable period of time stipulated by us, we may undertake the necessary measures ourselves at the expense and risk of the supplier. If supplementary performance by the supplier has failed or is unreasonable for

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us (e.g. because of particular urgency, endangerment of the operating reliability or the imminent occurrence of disproportionate damages), no time limit need be set; the supplier must be informed without delay, as far as possible in advance.

## 7. Third-party property rights

7.1 The supplier ensures that in connection with his delivery and services no rights at all of third parties within the countries of the European Union, North America or other countries in which he produces the product or has it produced will be violated.

7.2 If claims are made against us by third parties due to the violation of third-party rights named in number 7.1, the supplier is obliged to release us from these claims.

7.3 The supplier's duty to indemnify shall apply to all expenses which we necessarily incur through or in connection with the claims asserted by a third party.

## 8. Rights of use, software

8.1 The supplier grants us the non-exclusive, transmissible, global right without limitation concerning time and content,

8.1.1 to use or have used and to utilise work results, which the supplier compiles, delivers or yields (software, texts, concepts, drafts, drawings, developments etc.) in connection with this contract for provision of services and the related documentation (in the following referred to collectively as "work results");

8.1.2 to sublicense the right of use under number 8.1.1 to our affiliates (as defined by §15 AktG) and other distributors and end customers;

8.1.3 to license the right of use to companies that are associated with our company in the sense of § 15 AktG and other distributors and end customers according to number 8.1.1;

8.1.4 to copy the work results or to have them copied by companies that are associated with our company in the sense of § 15 AktG or other distributors if this is required for use, transmission, sub-licencing or as a backup.

8.2 If the work results are software, we, our affiliated companies in the sense of § 15 AktG and other distributors are additionally authorised according to the rights under number 8.1 to permit end customers the transfer of software licences.

8.3 All sublicenses granted by us must contain appropriate protection for the intellectual property rights of the supplier in the work results, in which contractual provisions are used against the sub-licensees/transferees, which at least comply with the provisions of these GTCP.

## 9. Cession, insolvency of the supplier

9.1 The supplier is not authorised to assign claims from the contractual relation to third parties. This does not apply if it regards monetary claims.

9.2 We reserve the right to cancel this contract if the supplier ceases his payments or becomes insolvent or similar legal proceedings have been initiated against their assets or a petition for such proceedings has been filed or has been rejected for lack of sufficient assets.

## 10. Final provisions

10.1 If these GTCP contain regulation gaps or invalid regulations, those legal regulations deemed to be valid upon con-

sidering the economic objectives of the contract and the purpose of these GTCP, shall be considered as agreed upon, which the contracting parties would have agreed upon, if they had recognised the regulation gaps or invalid regulations.

10.2 The exclusive venue for all legal disputes resulting from the contractual relationship between us and the supplier is Munich. However, we shall also be entitled to take action at the general legal venue of the supplier.

10.3 All legal relationships between ourselves and the supplier shall be governed by the laws of the Federal Republic of Germany, excluding application of provisions regarding conflicts of law and of the UN Convention on the International Sale of Goods (CISG).

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