

GENERAL TERMS AND CONDITIONS OF PURCHASE

of botek Präzisionsbohrtechnik GmbH



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1. General – Scope

- 1.1. These General Terms and Conditions of Purchase ("GTCP") apply to all business relationships between botek Präzisionsbohrtechnik GmbH, Längenfeldstr. 4, 72585 Riederich ("BOTTEK" or "we") and its suppliers, provided that the latter are entrepreneurs (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law ("Supplier").
- 1.2. The GTCP apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether the Supplier manufactures the Goods itself or purchases them from subcontractors (Sections 433, 651 BGB). These GTCP also apply to the provision of work and services by the Supplier.
- 1.3. These GTCP also apply to similar future contracts with the same Supplier, without us having to refer to them again in each individual case.
- 1.4. These GTCP apply exclusively. The inclusion of the Supplier's general terms and conditions is expressly rejected. They shall therefore only form part of the contract if and to the extent that we have expressly agreed to their inclusion in writing. This requirement for consent applies in all cases, for example even if, being aware of the Supplier's General Terms and Conditions, we accept the Supplier's deliveries without reservation or make (purchase price) payments to the Supplier.
- 1.5. "Working Days" within the meaning of these GTCP refers to all days with the exception of Saturdays, Sundays and public holidays in Baden-Württemberg.
- 1.6. Individual agreements made with the Supplier on a case-by-case basis (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTCP. The content of such agreements shall be governed by a contract in written or text form or by our confirmation in written or text form.

2. Conclusion of Contract – Right of Termination and Withdrawal

- 2.1. Our order shall not be deemed binding until it has been submitted or confirmed in writing. The Supplier must notify us of any obvious errors (e.g. clerical or calculation errors) or omissions in the order, including the order documents, prior to acceptance, so that these may be corrected or rectified; otherwise, the contract shall be deemed not to have been concluded.
- 2.2. The supplier is obliged to confirm our order in writing (acceptance) within a period of five (5) working days. The contract is only concluded upon receipt of this order confirmation.
- 2.3. A delayed acceptance shall be deemed a new offer and requires our express acceptance.
- 2.4. The date on which we receive the order confirmation shall be decisive for the timely acceptance of our order. Until the Supplier has accepted our order, we are entitled to revoke the order, unless our orders are expressly designated as binding or irrevocable. Call-off orders become binding if the Supplier does not object within five working days of receipt.
- 2.5. Cost estimates and quotations from the Supplier are binding and shall not be remunerated, unless expressly agreed otherwise.
- 2.6. We are entitled to terminate the contract at any time by giving written notice stating the reason, or to withdraw from the contract, if, in the course of our business operations, we are no longer able to use the ordered products, or can do so only at considerable expense, due to circumstances arising after the conclusion of the contract for which we are not responsible. In such a case, we shall reimburse the Supplier for the partial performance already provided.

3. Delivery Time and Delay in Delivery – Lump-sum Compensation for Delay

- 3.1. The delivery date specified by us in the order is binding for the Supplier. If the delivery date is not specified in the order and has not been agreed otherwise, the Supplier must deliver within 2 weeks of the conclusion of the contract. Compliance with the delivery date or delivery period is determined by the receipt of the Goods at the delivery location specified by us.
- 3.2. The Supplier is obliged to notify us immediately in writing if, for whatever reason, they are unlikely to be able to meet the agreed delivery times.
- 3.3. This does not preclude the assertion of claims for damages arising from delay, nor does the subsequent acceptance of the delayed delivery or service.
- 3.4. If the Supplier fails to perform or fails to do so within the agreed delivery period, or if the Supplier is in default, our rights – in particular to withdraw from the contract and claim damages – shall be determined in accordance with the statutory provisions. The provisions in Section 3.5 remain unaffected.
- 3.5. If the Supplier is in default (*Verzug*), we may – in addition to further statutory claims – demand lump-sum compensation for our loss arising from the delay amounting to 1% of the net price per completed calendar week, but in total not exceeding 5% of the net price of the Goods delivered late. We reserve the right to prove that greater damage has been incurred. The Supplier reserves the right to prove that no damage has been incurred at all or that only significantly less damage has been incurred.

4. Performance by Third-Parties – Delivery – Transfer of Risk – Default of Acceptance

- 4.1. The Supplier is not entitled, without our prior written consent, to have the service owed by him performed by third parties (e.g. subcontractors). The Supplier bears the procurement risk for his services, unless otherwise agreed in individual cases (e.g. restriction to stock).
- 4.2. Delivery within Germany is made on a DAP (Delivered at Place, INCOTERMS 2020) basis to the location specified in the order. If the destination is not specified and nothing else has been agreed, delivery must be made to our registered office in Riederich (Delivered at Place Riederich, INCOTERMS 2020). The respective destination is also the place of performance (obligation to deliver, *Bringschuld*).
- 4.3. The delivery must be accompanied by a delivery note stating the date (of issue and dispatch), the contents of the delivery (item number and quantity) and our order reference (date and number). If the delivery note is missing or incomplete, we shall not be liable for any resulting delays in processing and payment.
- 4.4. Partial deliveries are only permitted with our prior written consent. In such cases, the remaining quantity must be stated on the delivery note. Partial deliveries which we have accepted without objection but which were not requested in writing may not be invoiced separately, but only together with the remaining delivery. Partial deliveries must be clearly marked as such on the delivery note. In the case of unauthorised partial deliveries, the Supplier shall bear the costs of subsequent deliveries.
- 4.5. The risk of accidental loss and accidental deterioration of the Goods shall pass to us upon handover at the place of performance (see Section 4.2). If acceptance (*Abnahme*) has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for work and services (*Bestimmungen des Werkvertragsrechts*) shall apply mutatis mutandis to acceptance. Handover or acceptance shall be deemed to have taken place even if we are in default of acceptance (*Annahmeverzug*).
- 4.6. The statutory provisions apply to the occurrence of our default of acceptance. However, the Supplier must expressly offer us its performance even if a specific or determinable calendar period has been agreed for an action or cooperation on our part (e.g. provision of materials). If we are in default of acceptance, the Supplier may claim compensation for its additional expenses in accordance with the statutory provisions (Section 304 of the German Civil Code (BGB)). If the contract relates to a non-fungible item to be manufactured by the Supplier (custom-made item), the Supplier shall only be entitled to further rights if we have undertaken to cooperate and are responsible for the failure to cooperate.

5. Prices – Terms of Payment

- 5.1. The price stated in the order is binding. All prices are exclusive of the statutory value added tax applicable at the time of performance.
- 5.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).
- 5.3. In the interests of environmental protection and the conservation of natural resources, invoices should preferably be sent electronically by email to rechnung@botek.de, together with all relevant supporting documents and data, following delivery and irrespective of the delivery itself. If electronic transmission is not possible, the invoice, together with all relevant supporting documents and data, must be sent to the billing address specified in the order. The invoice must include our part number, the number of packaging units, the quantity of items invoiced, gross and net weights, the date of the order, the applicable customs tariff number and our order number. Where certificates of material testing have been agreed, these form an integral part of the delivery and must be sent to us at the latest together with the invoice.
- 5.4. Unless expressly agreed otherwise, the agreed purchase price is due for payment within 30 calendar days of full delivery and performance (including any agreed acceptance) and receipt of a proper and complete invoice, including – where agreed – the material test certificates.
- 5.5. If we make payment within 14 calendar days, the Supplier shall grant us a 3% discount on the net amount of the invoice.
- 5.6. In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be liable for delays caused by the banks involved in the payment process.
- 5.7. We shall not be liable for interest on arrears (*Fälligkeitszinsen*). The statutory provisions shall apply in the event of late payment.

6. Set-Off – Rights of Retention

- 6.1. We are entitled to exercise rights of set-off (*Aufrechnung*) and retention (*Zurückbehaltungsrecht*), as well as to raise the defence of non-performance of the contract (*Einrede des nicht erfüllten Vertrags*), to the extent permitted by law. In particular, we are entitled to withhold due payments for as long as we still have claims against the Supplier arising from incomplete or defective performance.
- 6.2. The Supplier shall only have a right of set-off or retention in respect of counterclaims that have been legally established or are undisputed. The assignment or pledging of claims is only permitted with our prior written consent. This shall not apply in the case of monetary claims.

7. Packaging and Shipping Regulations

- 7.1. The Supplier must pack the Goods in environmentally friendly, resource-conserving and transport-safe packaging. Transport damage attributable to defective packaging shall be borne by the Supplier. The Supplier must take back packaging material at our request. If, due to defective or inadequate packaging of Goods, additional work is required after delivery (re-packing, packaging, functional testing, etc.), we reserve the right to charge for this additional work.
- 7.2. Our order references must be clearly visible on the packaging. No promotional material may be enclosed.
- 7.3. The required delivery documents must be enclosed with the Goods. In particular, a delivery note must be included with every delivery. The items must be listed on the delivery note and invoice in the same order as in the order form. The consignment must be accompanied by the relevant delivery note without price details or, where required by us, the invoice. The number of shipping units comprising the entire consignment must be stated. The package containing the delivery note must be clearly marked.
- 7.4. Direct shipments to our customers must be made in our name.

8. Retention of Title

The transfer of ownership of the Goods to us must take place unconditionally and irrespective of payment of the purchase price. However, if, in individual cases, we accept an offer from the Supplier for the transfer of ownership that is conditional upon payment of the purchase price, the Supplier's retention of title shall lapse at the latest upon payment of the purchase price for the delivered Goods. In the ordinary course of business, we remain authorised to resell the Goods even prior to payment of the purchase price, subject to the advance assignment of the resulting claim (alternatively, the simple retention of title extended to the resale (*einfacher und auf den Weiterverkauf verlängerter Eigentumsvorbehalt*) shall apply). This therefore excludes all other forms of retention of title, in particular extended retention of title, retention of title passed on to third parties and retention of title extended to cover further processing.

9. Warranty of Characteristics – Quality Testing and Assurance – Third-Party Rights

- 9.1. The technical specifications, characteristics and standards specified in our orders form an integral part of the contract and describe the quality contractually agreed and owed by the Supplier. They also apply to repeat orders, order amendments and order additions. If the Supplier has any reservations regarding the type of execution requested by us, they must notify us of this in writing without delay.
- 9.2. In the case of orders based on a sample, the delivery and service must comply with the specifications, characteristics and standards of the sample.
- 9.3. We are entitled to inspect the materials procured by the Supplier for the fulfilment of the order, the manufacturing process and the Goods ready for delivery at the Supplier's premises, those of its suppliers and subcontractors, or to have them inspected by third parties.
- 9.4. Notwithstanding the above conditions, the Supplier shall be solely responsible for continuously monitoring the quality of its deliveries and services, maintaining an appropriate quality assurance system and providing us with the relevant records upon request. The Supplier shall implement a quality assurance system appropriate to the nature and scope of the work and in line with the latest state of the art and shall provide evidence of this upon request. The Supplier shall, insofar as we deem it necessary, conclude a corresponding quality assurance agreement ("QAA") with us. Insofar as we have concluded a QAA with the Supplier, the provisions thereof shall take precedence over the provisions of these GTCP in the event of any conflict.

- 9.5. Unless otherwise agreed, the Supplier is obliged to mark the Goods to be supplied in such a way that they are permanently identifiable as its products. The Supplier guarantees that any necessary CE marking will be applied prior to delivery.
- 9.6. The Supplier warrants that its delivery does not infringe any third-party intellectual property rights in countries of the European Union, North America or other countries in which it manufactures the Goods or has them manufactured. The Supplier is obliged to indemnify us against all claims brought against us by third parties on the grounds of infringement of industrial property rights, and to reimburse us for all necessary expenses incurred in connection with such claims. This shall not apply if the Supplier proves that it is not responsible for the infringement of industrial property rights and that, had it exercised due commercial care, it would not have been aware of the infringement at the time of delivery. Our further statutory claims arising from defects in title in the Goods delivered to us remain unaffected.

10. Warranty Claims

- 10.1. Our rights in the event of material defects (*Sachmängel*) or defects of title (*Rechtsmängel*) in the Goods (including incorrect or short deliveries, as well as improper assembly, defective assembly, operating or user instructions) and in the event of other breaches of duty by the Supplier shall be governed by the statutory provisions and, exclusively in our favour, by the following additions and clarifications.
- 10.2. In accordance with statutory provisions, the Supplier is liable, in particular, for ensuring that the Goods possess the agreed quality at the time of transfer of risk to us. In addition to Sections 9.1 and 9.2, any product descriptions which have become part of the respective contract – in particular through designation or reference in our order – shall also be deemed to constitute an agreement regarding quality. It makes no difference whether the product description originates from us, the Supplier or the manufacturer.
- 10.3. We are not obliged to inspect the Goods or make specific enquiries regarding any defects at the time of conclusion of the contract. In partial deviation from Section 442 (1) sentence 2 of the German Civil Code (BGB), we are therefore entitled to claims for defects without restriction even if the defect remained unknown to us at the time of conclusion of the contract as a result of gross negligence.
- 10.4. The statutory provisions (Sections 377 and 381 of the German Commercial Code (HGB)) apply to the commercial duty to inspect and give notice of defects, subject to the following condition: Our duty to inspect is limited to defects that become apparent during our incoming goods inspection upon external examination of the Goods, including the delivery documents (e.g. transport damage, incorrect or short deliveries), or that are identifiable during a random check. Where acceptance has been agreed, there is no duty to inspect. In all other respects, it depends on the extent to which an inspection is practicable in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered at a later date remains unaffected. In all cases, our notice of defects shall be deemed to have been given without delay and in good time if it is received by the Supplier within 10 working days of the defect being discovered.
- 10.5. If a defect becomes apparent within the first six months after the transfer of risk, it shall be presumed that the item was already defective at the time of the transfer of risk.
- 10.6. Subsequent performance (*Nacherfüllung*) shall also include the removal of the defective Goods and their re-installation, provided that the Goods, in accordance with their nature and intended use, were installed in or attached to another item before the defect became apparent; our statutory claim for reimbursement of corresponding expenses (removal and installation costs) remains unaffected. The costs necessary for the purpose of inspection and rectification, in particular transport, travel, labour and material costs, as well as any removal and reinstallation costs, shall be borne by the Supplier even if it transpires that no defect actually existed. In the event of an unjustified request for rectification of defects, we shall only be liable to the extent that we were aware at the time of the request, or failed to recognise through gross negligence, that no defect existed.

- 10.7. If the Supplier fails to fulfil its obligation to remedy the defect – at our discretion, either by rectifying the defect (repair) or by delivering a defect-free item (replacement) – within a reasonable period set by us, we may remedy the defect ourselves and demand that the Supplier reimburse us for the necessary expenses or provide a corresponding advance payment.
- 10.8. If the Supplier's subsequent performance has failed or is unreasonable for us (e.g. due to particular urgency, a threat to operational safety or the imminent occurrence of disproportionate damage), no deadline needs to be set; we shall inform the Supplier of such circumstances without delay, if possible in advance.
- 10.9. Furthermore, in the event of a material defect or a defect of title, we are entitled, in accordance with the statutory provisions, to a reduction in the purchase price or to withdraw from the contract. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

11. Product Safety – Manufacturer's Liability – Product Liability

- 11.1. The Supplier guarantees that the Goods supplied by them comply with all relevant national and European legal requirements regarding product safety. We must receive the necessary documentation, such as the declaration of conformity or the manufacturer's declaration, no later than with the invoice.
- 11.2. The necessary technical documentation in accordance with the Machinery Directive (*Maschinenrichtlinie*), in particular safety instructions, hazard warnings, technical data sheets and assembly instructions, must be enclosed with the delivery. Where required, this documentation must be provided in the official language of the country to which we are supplying.
- 11.3. If the Supplier is responsible for product damage, they must indemnify us against third-party claims to the extent that the cause lies within their sphere of control and organisation and they are themselves liable in their external relations.
- 11.4. As part of their indemnification obligation, the Supplier must reimburse expenses in accordance with Sections 683 and 670 of the German Civil Code (BGB) arising from or in connection with claims by third parties, including any product recalls carried out by us. We shall inform the Supplier – as far as possible and reasonable – of the content and scope of recall measures and give them the opportunity to comment. Further statutory claims remain unaffected.
- 11.5. The Supplier must take out and maintain product liability insurance with a lump-sum cover of at least EUR 5.0 million per claim for personal injury or property damage.

12. Confidentiality – Rights to Documentation

- 12.1. We reserve ownership rights and copyright in illustrations, plans, drawings, calculations, instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and must be returned to us upon completion of the contract.
- 12.2. The above provision applies mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items which we provide to the Supplier for the purpose of manufacture. Such items must – provided they are not processed – be stored separately at the Supplier's expense and insured to an appropriate extent against destruction and loss.
- 12.3. The Supplier is obliged to keep all illustrations, drawings, calculations and other documents, information and items received strictly confidential. They may only be disclosed to third parties with our written consent.
- 12.4. The Supplier may only supply to third parties items which it manufactures or develops in accordance with our specifications or using the documents provided by us with our written consent.

- 12.5. The Supplier must maintain confidentiality towards third parties regarding the content of orders placed with us, in particular with regard to prices and quantities. All documents provided by us (e.g. drawings, samples, etc.), as well as the Goods manufactured on the basis thereof, may not be disclosed to third parties or used for advertising for our own or third-party purposes without our consent. Unless otherwise agreed, they must be returned at the latest upon the final delivery.
- 12.6. Samples, drawings, standards sheets, print templates, gauges, tools, as well as the Goods manufactured therefrom, may not be disclosed to third parties or used for their benefit, for advertising purposes or for the Supplier's own purposes without our written consent. They must be secured against unauthorised access or use. Unless otherwise agreed, they must be returned to us in a usable condition at the latest upon the final delivery. Any breach of this obligation shall give rise to liability for full compensation and shall entitle us to withdraw from the contract in whole or in part without further notice and without compensation.
- 12.7. The business relationship with us may only be referred to in the Supplier's advertising if we have given our prior written consent. The Supplier shall impose corresponding obligations on its subcontractors.
- 12.8. Our company and trademarks must be affixed to the Goods ordered by us at our request.
- 12.9. Goods marked in this way may only be delivered to us. Accordingly, the company and trademark labels must be removed from Goods returned to the Supplier for their free disposal.
- 12.10. The above confidentiality obligations shall remain in force even after the contract has been fulfilled. Subject to any other rights to which we are entitled, they shall expire at the earliest when and to the extent that the manufacturing know-how contained in the illustrations, drawings, calculations and other documents provided has become generally known.
- 12.11. In the event of any conflict between the provisions of these GTCP and the provisions of a written confidentiality agreement concluded between the parties, the separate confidentiality agreement shall take precedence.

13. Spare Parts

- 13.1. The Supplier is obliged to ensure the availability of spare parts for the Goods delivered to us for a period of at least 10 years following delivery of the Goods.
- 13.2. If the Supplier intends to cease production of spare parts for the Goods delivered to us during or after the period specified in Section 13.1, it shall notify us of this immediately after the decision to cease production has been taken. This decision must be taken at least 12 months prior to the cessation of production.

14. Provision of Goods and Production Resources – Ownership of Items provided

- 14.1. Goods and production equipment provided by us, in particular models, dies, templates, samples, tools and other production equipment, as well as materials, remain our property. Production equipment provided by us may not be used for deliveries and services to third parties. Materials provided remain our property – even if they are invoiced to the Supplier. Their use is permitted only for our orders.
- 14.2. The gauges provided by us for the execution of the order are for inspection purposes only. The Supplier must produce working gauges themselves.

- 14.3. Tools, moulds and similar items manufactured wholly or partly at our expense, including those for which the Supplier is reimbursed a specified amount per invoice or per unit supplied, shall become our property upon manufacture, unless otherwise agreed in individual cases. They shall be carefully stored by the Supplier and adequately insured against damage of any kind. Unless otherwise agreed, the costs of their maintenance and repair shall be borne equally by us and the Supplier. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or other vicarious agents, they shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to these tools, moulds and the like that is not merely minor. Upon request, the Supplier is obliged to return them to us in good condition if they are no longer required by the Supplier for the performance of the contracts concluded with us.
- 14.4. The Supplier must handle the Goods, materials and production equipment with care, maintain them and insure them at its own expense against fire, water and theft at replacement value.
- 14.5. At our request, the Supplier must determine the actual stock of the goods, materials and production resources supplied by us for the purposes of our annual accounts, and must notify us of this; this must be done annually, or more frequently if there are valid grounds for doing so.

15. Special Provisions for Contracts for Work and Services

- 15.1. For contracts for work and services (*Werkverträge*) to which the law governing such contracts under the German Civil Code (BGB) applies, the following provisions of this Section 15 shall apply in addition to the provisions of the GTCP. Insofar as the provisions of the GTCP conflict with the following provisions of this Section 15, the following provisions of this Section 15 shall take precedence.
- 15.2. Acceptance (*Abnahme*): Acceptance of the work shall take place upon completion. Partial acceptances shall not take place. A report of acceptance shall be drawn up and signed by both parties. If the work does not comply with the contract, BOTEK may refuse acceptance. If acceptance is subject to the rectification of defects to be specified in the report, the Supplier shall be obliged to immediately provide work in accordance with the contract and to rectify the defects, to notify the expected duration of the rectification and to notify the completion of the rectification upon completion of the rectification work.
- 15.3. Changes to the scope of work: BOTEK is entitled to request changes to the content and scope of the work to be performed. If the changes are not merely minor, the Supplier shall determine the resulting delays and additional costs arising from the requested changes, and the parties shall agree on a corresponding amendment to the contract. If the parties fail to reach an agreement, the Supplier shall be entitled to reject the request for changes. The Supplier may not claim additional remuneration for changes to the scope of work for which BOTEK is not responsible. All changes to the scope of work must be set out in a written supplementary agreement prior to commencement of the work, in which the additional remuneration and any changes to the timeframe must be recorded.
- 15.4. Warranty (*Gewährleistung*): The Supplier shall be liable for material defects and defects of title in accordance with the provisions of the German Civil Code (BGB) governing contracts for work and services.
- 15.5. Termination: BOTEK is entitled at any time to exercise its right of termination in accordance with Section 648 (1) of the German Civil Code (BGB).

16. Performance of Work

Persons carrying out work on BOTEK's premises in fulfilment of the contract must comply with the provisions of the relevant site regulations. BOTEK shall only be liable for accidents occurring to such persons on the premises insofar as these are caused by a breach of material contractual obligations or by wilful misconduct or gross negligence on the part of our legal representatives or vicarious agents.

17. Limitation Period

- 17.1. The mutual claims of the contracting parties shall become time-barred in accordance with the statutory provisions, unless otherwise specified below.
- 17.2. Notwithstanding Section 438 (1) no. 3 of the German Civil Code (BGB), the general limitation period for claims for defects is three years from the transfer of risk. Where acceptance has been agreed, the limitation period begins upon acceptance. The three-year limitation period shall apply mutatis mutandis to claims arising from defects of title, although the statutory limitation period for third-party claims for restitution in rem (Section 438 (1) no. 1 of the German Civil Code (BGB)) remains unaffected; Furthermore, claims arising from defects of title shall not become time-barred under any circumstances as long as the third party can still assert the right against us – in particular, in the absence of a limitation period.
- 17.3. In the case of parts that have been repaired or supplied as replacements, the limitation period for that part shall recommence from the date of the repair or replacement delivery, unless we had reason to believe, based on the Supplier's conduct, that the Supplier did not consider itself obliged to take such action, but carried out the replacement delivery or repair solely as a gesture of goodwill or for similar reasons. For parts that are not in operation during an investigation of defects and/or the rectification of defects, the warranty period is suspended for the duration of the interruption in operation.
- 17.4. The limitation period for our warranty claims is suspended from the date of dispatch of the notice of defect until the Supplier, who is examining the existence of a defect, informs us of the result of this examination and either rejects the warranty claims, declares the defect to have been rectified, or remedies the defect. The limitation period for our claims shall commence at the earliest six months after the end of the suspension.
- 17.5. The limitation periods under sales law, including the above extension, apply – to the extent permitted by law – to all contractual claims for defects. Insofar as we are also entitled to non-contractual claims for damages due to a defect, the standard statutory limitation period applies (Sections 195, 199 of the German Civil Code (BGB)), unless the application of the limitation periods under sales law results in a longer limitation period in individual cases.

18. Compliance with REACH, RoHS and other Legal Requirements

- 18.1. The Supplier shall ensure that the Goods supplied by them comply with all relevant requirements for placing them on the market in the European Union and the European Economic Area. Upon request, they must provide evidence of compliance by submitting appropriate documentation.
- 18.2. Environmental protection is a key priority within BOTEK's understanding of quality. BOTEK therefore expects its Suppliers to demonstrate a corresponding level of environmental awareness. The Supplier undertakes to comply with the applicable national and international regulatory and statutory environmental regulations in its deliveries, e.g. the Hazardous Substances Ordinance (*Gefahrstoffverordnung*), the REACH Regulation (Regulation (EC) No 1907/2006), the Act on the Take-Back and Environmentally Sound Disposal of Electrical and Electronic Equipment (*Elektrogesetz, ElektroG*) as the national implementation of Directive 2002/95/EC (RoHS) and Directive 2002/96/EC (WEEE), etc.

- 18.3. In particular, the Supplier warrants that the Goods supplied by them do not contain any substances of concern from the so-called Candidate List in accordance with Article 59 (1) and (10) of Regulation (EC) No 1907/2006 ("REACH"). The Supplier undertakes to inform BOTEK immediately in writing if – for whatever reason – Goods supplied by the Supplier contain substances on the Candidate List; this applies in particular in the event of an extension or addition to the Candidate List. The Supplier shall specify the individual substances by name and state their mass percentage as accurately as possible. BOTEK is not obliged to accept Goods containing substances on the Candidate List.
- 18.4. The Supplier is obliged to provide BOTEK with all information within the meaning of Section 1502 of the Dodd-Frank Act regarding the use and origin of conflict minerals within the meaning of the Dodd-Frank Act in the Goods supplied by the Supplier.
- 18.5. The Supplier also undertakes to inform BOTEK without delay of any relevant changes to the Goods, their availability for delivery, suitability for use or quality resulting from the statutory provisions referred to in Section 18.1, and to agree on appropriate measures with BOTEK on a case-by-case basis.

19. Place of Jurisdiction – Applicable Law

- 19.1. The exclusive place of jurisdiction shall be the court having jurisdiction over BOTEK's registered office in Riederich, Germany, if the Supplier is a trader, a legal entity under public law or a special fund under public law.
- 19.2. BOTEK is also entitled to bring proceedings against the Supplier at the Supplier's general place of jurisdiction.
- 19.3. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods ("CISG").

20. Written Form

- 20.1. All amendments and additions to these GTCP, as well as any waiver of their validity, must be made in writing. This also applies to any waiver of the written form requirement.
- 20.2. Legally relevant declarations and notifications to be made by the Supplier to us after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be in writing to be valid.
- 20.3. Email is sufficient to satisfy the written form requirement. The same applies to delivery calls and any amendments thereto. Delivery calls may also be made by electronic data transmission or by fax.

21. Severability Clause

- 21.1. Should one or more provisions of these GTCP, or parts of a provision, be invalid, such invalidity shall not affect the validity of the remaining provisions or of the contract as a whole. However, in light of the case law of the Federal Court of Justice (BGH), according to which a severability clause merely leads to a reversal of the burden of proof, it is the express intention of the parties to maintain the validity of the remaining provisions of these GTCP under all circumstances.
- 21.2. The parties undertake to agree by mutual consent on a valid provision to replace the invalid provision, which comes as close as possible to the invalid provision in economic terms.
- 21.3. Clauses 21.1 and 21.2 shall apply mutatis mutandis in the event of a loophole.
- 21.4. Wherever in these GTCP English terms are included after which either in the same provision or elsewhere in these GTCP German terms have been inserted in brackets and/or italics, the respective German terms alone and not the English terms shall be authoritative for the interpretation of the respective provisions.