

## GENERAL CONDITIONS OF PURCHASE

### **I. General information – scope of application**

1. These General Conditions of Purchase shall apply to all orders submitted by Ibeo Automotive Systems GmbH. We do not recognise any deviating conditions unless we have expressly consented to their application in writing.
2. Our General Conditions of Purchase shall also apply if we unreservedly accept the supplier's delivery despite being aware of terms and conditions of the supplier that conflict with or deviate from our General Conditions of Purchase.
3. They shall apply to all, including future contracts with the supplier without the need for a renewed reference to our General Conditions of Purchase.
4. Our General Conditions of Purchase only apply to entrepreneurs within the meaning of Section 14 BGB (German Civil Code).

### **II. Quotations**

Unless otherwise agreed in individual cases, the supplier agrees to make its quotations binding for a period of two weeks from the date on which the quotation was issued.

### **III. Prices**

1. Prices shall be quoted to us as net prices; the statutory value-added tax shall be specified separately.
2. The prices specified in the order shall be binding and include the cost of the packaging.

### **IV. Deadlines**

1. The agreed delivery date or the agreed delivery period is binding. The date on which we receive the goods is the decisive factor for determining compliance with the delivery date or delivery period.
2. The supplier must promptly notify us in writing if circumstances arise or are identified by it which indicate that it will not be able to comply with the agreed delivery period or the agreed delivery deadline. If, through its own fault, the supplier fails to notify us promptly or such notification is late, the supplier, without prejudice to the claims granted to us by law, shall compensate us for the damage incurred as a result of the failure to notify us or of the delay in such notification.
3. The acceptance of delayed deliveries and services does not constitute a waiver of such compensation claims.

### **V. Passing of the risk**

1. Unless otherwise agreed, goods shall be delivered DDP (Incoterms 2010).
2. The risk of the accidental loss of the goods shall be borne by the supplier until the goods are delivered.

### **VI. Documents, delivery amounts, partial deliveries**

1. The Supplier must procure all requisite shipping documents and weighing documents at its expense and must submit these in time. If the acceptance of the delivery is contingent upon documents, we cannot be considered as in default of acceptance if the supplier did not provide the documents in time, including sufficient time for our examination of the documents.
2. Unless expressly agreed otherwise, we are not obliged to accept partial deliveries.

### **VII. Call-off orders**

If a call-off order is agreed with the supplier, the supplier is obliged to hold the call-off amounts available.

### **VIII. Execution, quality requirements**

The supplier undertakes to supply the goods in accordance with our instructions, drawings, standards, delivery and test specifications, etc. The goods, services and deliveries must be in accordance with the state of the art and must comply with the compulsory DIN and VDE (German Association for Electrical, Electronic & Information Technologies) regulations and other technical standards, as well as the statutory regulations in Germany and the European Union, in particular with regard to those relating to safety and the protection of the environment. The CE conformity marking is guaranteed by the supplier.

### **IX. Taking delivery of the goods**

1. If operational disruptions occur as a result of force majeure, for instance due to war, natural disasters, strikes, lock-outs, official directives or other circumstances beyond our control, we shall be released from the obligation to take delivery of the goods; and we will not be in default of acceptance if the supplier makes an offer to perform.
2. If, at the respective request of the supplier or according to a respective agreement, we provide technical assistance in the process of accepting the goods, making our equipment and/or staff available for such assistance, we will invoice our prices or rates for these services to the supplier. We are entitled to reduce the amount of the pertinent supplier's invoice accordingly.

### **X. Packaging and shipping**

1. If the supplier invoices us for the costs of packaging material of any kind, we are entitled to return said material to the supplier for credit of the costs of the packaging material, provided that it can be used again. If goods are delivered in returnable containers, the supplier cannot invoice us for the costs of such containers. Once emptied, the returnable containers will be made available for collection. The supplier shall collect the containers or have them collected at its own expense. If they are not collected, we are entitled to return the returnable containers to the supplier freight collect.
2. When choosing the means and routes of transportation, as well as the packaging material, the supplier must observe and comply with the pertinent statutory provisions and regulations, especially when transporting dangerous goods. When transporting dangerous goods, it must also label the means of transport and packaging in accordance with the statutory provisions and regulations. This also applies if the goods are shipped at our expense.
3. If we have allowed the supplier to choose the means and routes of transportation and/or the mode of shipping, and if we must bear the shipping costs, the supplier must select the most economical shipping option taking into consideration the security, speed and price of the delivery. If the supplier uses a more expensive shipping mode although a less costly, but equally quick and secure shipping mode would have been available, we are entitled to deduct the difference from the supplier's invoice if we can document the lower shipping costs.

### **XI. Approval of samples, copyrights**

1. If goods are produced for us in accordance with our specifications, production may only be started after we have inspected and approved the agreed reference samples. The supplier may only use our specifications for producing goods that are ordered by us.
2. We reserve our ownership rights and copyrights with regard to copies, diagrams, drawings, calculations and other materials and data that are provided by us. Such documents shall be treated as confidential and the supplier may only disclose them to third parties with our prior express consent. They may only be used for production purposes that relate to the order. The duty of confidentiality shall continue to apply beyond the performance of the agreement until

the production know-how contained in the copies, diagrams, drawings, calculations and other materials and data has become public knowledge.

### **XII. Inspection for defects, warranty**

1. We are obliged to inspect the goods for any deviations with respect to quality or quantity within a reasonable period of time.
2. We are fully entitled to all statutory warranty claims; the warranty period is 24 months from the date of delivery.
3. If the delivered goods do not meet the quality requirements as specified in Section VIII, and if the supplier does not submit a document certifying that the goods are different, but of equivalent quality within a period of time set by us, we are entitled to request that the goods either be remedied or replaced. The foregoing shall apply accordingly to orders carried out for our contractors.

### **XIII. Supplier's responsibility; third party property rights; product liability**

1. Unless expressly otherwise provided for in these General Conditions of Purchase, the supplier is liable for its own fault and the fault of its representatives, employees and other vicarious agents and persons employed by it in the performance of its obligations. This liability extends to all personal injuries and damage to property, whether direct or indirect, including, in particular, lost earnings.
2. The supplier is liable for any violations of industrial property rights and copyrights of third parties resulting from its delivery and for which it is responsible. If industrial property rights or copyrights are violated and the supplier is responsible for the violation, we are entitled – after notifying the supplier in writing and upon the expiry of a reasonable time limit – to obtain approval for the use of the goods and services affected by the ancillary copyrights of third parties from the beneficiary at the supplier's expense. If third parties assert claims against us as a result of the supplier's culpable violation of industrial property rights or copyrights, the supplier must indemnify us against such claims at our first written request. We are not entitled to conclude any agreements with such third parties, in particular agreements involving a settlement, without the consent of the supplier. The supplier's obligation to indemnify us shall apply to all expenditures necessarily incurred by us as a result of or in connection with the third-party claim.
3. If product liability claims are asserted against us due to defects of the goods delivered to us by the supplier, the supplier must indemnify us against this liability insofar as the cause of such defects lies within its scope of control and organisation and it is liable for dealings with third parties.

### **XIV. Invoice and delivery note**

1. The invoice shall be sent to us in duplicate by separate post. It must not be enclosed with the goods.
2. A single delivery note shall be enclosed with the goods.
3. In addition to the exact designation of the scope of the delivery by item, type, amount, etc., the invoice and the delivery note must contain our exact order data. Otherwise we cannot be held accountable for any processing delays that may occur.

### **XV. Payment terms**

1. Unless otherwise agreed, payments must be made within a period of 30 days. If payments are made within 14 days, the supplier shall grant us a 3% early payment discount. The payment term shall commence upon receipt of the invoice, but at the earliest upon receipt of the goods.
2. Payments are always subject to invoice verification.

### **XVI. Changes to the delivery items**

If the supplier wants to make changes to a delivery item, its construction, technology or formula, etc. deviating from the standards stipulated when the contract was concluded – irrespective of the reasons – these changes require our consent.

### **XVII. Returning waste equipment**

We are entitled to all statutory claims for returning waste equipment in accordance with the German Electrical and Electronic Equipment Act (ElektroG). In particular, this applies to returning waste equipment in accordance with Section 10 paragraph 2 ElektroG.

### **XVIII. Transfer of rights**

The supplier must not transfer the delivery agreement or individual rights and/or obligations under the agreement to third parties, neither in whole nor in parts, without our express consent.

### **XIX. Set-off, right of retention**

1. We may set off our own claims against those of the supplier.
2. The supplier is only entitled to set off its counterclaims if they have been declared res judicata or are undisputed or have been acknowledged by us.
3. The supplier may only exercise a right of retention to the extent that its counterclaims are based on the same contractual relationship.

### **XX. Applicable law; place of performance and place of jurisdiction**

1. All contractual duties and the performance thereof, as well as any claims arising therefrom, shall be governed by German law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. Unless expressly agreed otherwise, the place of performance for all claims arising from the business relationship shall be the city where our registered office is located (Hamburg).
3. If the supplier is a businessman (Kaufmann) or has no general place of jurisdiction in Germany, the place of jurisdiction shall be the city where our registered office is located (Hamburg). However, we reserve the right to take legal action against the supplier at its general place of jurisdiction.

### **XXI. Effectiveness in the event of partial invalidity**

If individual provisions of these General Conditions of Purchase are or become ineffective, this shall not affect the effectiveness of the remaining provisions.

August 2012