

§ 1 General Information – Scope

- (1) Our Purchasing and Leasing Terms and Conditions shall apply exclusively; any terms and conditions the supplier may have which conflict with or deviate from our Purchasing and Leasing Terms and Conditions shall not apply including if we fail to object to them expressly unless we consent to them expressly. Our Purchasing Terms and Conditions shall apply, even if we accept delivery without reservation although we are aware of any terms and conditions the supplier may have which conflict with or deviate from our Purchasing Terms and Conditions.
- (2) All agreements entered into by and between us and the supplier for the purpose of fulfilling the contract shall be made in writing (text form shall suffice).
- (3) Our Purchasing Terms and Conditions shall apply to entrepreneurs only.
- (4) In addition, our Purchasing Terms and Conditions shall apply to all future business dealings between us and the supplier.

§ 2 Proposal – Proposal Documents

- (1) The supplier shall confirm the supplier's acceptance of any and all orders placed by us within 5 business days in writing / text form. If we do not receive written confirmation of our order immediately and in any case no later than within 5 business days after the supplier received our order we shall be entitled to revoke our order without penalty. The supplier shall notify us if any order placed by us contains any obvious errors and/or is incomplete.

§ 3 Prices – Payment Terms

- (1) The price specified in our order shall be binding. Unless agreed upon otherwise in writing, the specified price shall include prepaid freight as well as packaging and shipment. Return of packaging materials shall be subject to a separate agreement.
- (2) Unless expressly agreed upon otherwise, statutory sales tax shall be included in the price.
- (3) We only can process invoices that include the order number specified in our order. Responsibility for any and all consequences resulting from the supplier's failure to comply with this obligation shall lie with the supplier unless the supplier provides evidence that the supplier is not responsible for its failure to comply with this obligation.
- (4) Unless agreed upon otherwise in writing, we will pay the agreed-upon price/remuneration within 14 days of the date of delivery and of receipt of the invoice with a 3% reduction or in full if payment is made between 15 and 30 days after receipt of the invoice.
- (5) The scope of our offset and/or retention rights shall be as stipulated by law. No payment shall be interpreted as an acknowledgment of delivery or performance under the contract.

§ 4 Period for Delivery

- (1) The period for delivery specified in our order shall be binding. The supplier shall notify us without undue delay in text form of any and all circumstances which may have arisen or become noticeable to the supplier and which will result in a delay of the agreed-upon period for delivery. The supplier shall notify us without undue delay in writing before implementing any changes to production processes or quality assurance measures.
- (2) The claims we can assert in the event of delayed delivery shall be those stipulated by law. In particular, if a reasonable grace period set for the provision of performance or service has lapsed without the desired results we shall be entitled to damages in lieu of performance or service. In the event of delayed delivery we shall be entitled to request lump-sum damages of 1% of the value of the delivery for every full week of delay but in any case no more than 10% of the value of the delivery. We reserve the right to assert additional statutory claims (rescission of contract and payment of damages in lieu of performance or service). The supplier shall have the right to evidence vis-à-vis us that the delayed delivery did not result in any damage or that the resulting damage was considerably smaller.
- (3) Because the period for delivery is binding, setting a delivery deadline is not required. The supplier shall reimburse us for any and all damages we incur due to delayed, incorrect, or otherwise inadequate delivery even if no delivery deadline was set including, but not limited to, expenses for pointless tasks and/or travel and damages customers incur due to the delay which damages we are obligated to pay.
- (4) The commencement of delayed acceptance by us shall be subject to applicable legal provisions.
- (5) The economical use of resources and energy shall be respected at any time.
- (6) In the event that equipment is delivered, a technical description and instructions for use shall be included free of charge. Where applicable technical data sheets regarding the energy efficiency shall be included. In case of software products, the delivery obligation shall only have been met once all the (systems and user) documentation has also been delivered. For software that is specifically developed for ZEISS, the source code shall also be delivered.

§ 5 Transfer of Risk – Documents

- (1) Unless agreed upon otherwise in writing, all deliveries shall be made freight prepaid to the location indicated by us.
- (2) The supplier shall indicate our complete order number on all shipping documents and delivery notes. If the supplier fails to do so, our processing will be delayed and we will not be responsible for such delays. Shipping documents shall be sent to us in duplicate without undue delay after the delivery is released for shipment. The shipping documents shall include the correct amount, weight (gross and net), type, and packaging of the goods. If the shipping documents provided are not in compliance with this provision, the goods shall be stored at the supplier's risk and expense until shipping documents that are in compliance with this provision are provided.
- (3) The risk of accidental loss or deterioration of the ordered goods shall remain with the supplier until we accept delivery.

§ 6 Inspection for Defects – Warranty

- (1) We shall inspect the goods for defects in quality or deviations in quantity within a reasonable period of time. A notification of defects or deviations shall be deemed to have been sent in a timely manner if it is received by the supplier within 14 business days upon receipt of the goods.
- (2) We shall be entitled to statutory warranty claims without restriction. Irrespective thereof, we shall be entitled to choose to request that the supplier remedies the defects or delivers a replacement. In this case, the supplier shall bear all costs incurred by the supplier for remedying the defects or delivering the replacement. We expressly reserve the right to assert damages including, but not limited to, damages in lieu of performance.
- (3) The warranty period shall be 2 years starting with the transfer of risk. If the statutory warranty period is longer, the statutory warranty period shall apply.

§ 7 Product Liability – Release

- (1) If the supplier is responsible for damage to the product, the supplier shall release us from third-party claims for damages upon our first request to the extent the reason for the damage to the product is within the scope of the supplier's control and organization and if the supplier is liable to third parties.
- (2) Within this scope, the supplier also shall reimburse us for any and all expenses that accrue to us pursuant to §§ 683, 670 of the Civil Code of Germany (*Bürgerliches Gesetzbuch*, BGB) which expenses arise from or in connection with any recall made by us. To the extent possible and reasonable, we shall notify the supplier of the content and scope of any recall measures to be taken and will offer the supplier the opportunity to comment.
- (3) As stipulated by the Foreign Trade Law of Germany, (*Außenwirtschaftsgesetz*, AWG), the War Weapons Control Act of Germany (*Kriegswaffenkontrollgesetz*, KrWaffKontrG) and similar laws, as part of the export regulations the supplier shall notify us upon receiving our proposal and in any case no later than the date the contract is signed whether the requirement to provide an export authorization applies to the goods to be delivered by the supplier.

§ 8 Third Party Rights – Confidentiality

- (1) The supplier shall ensure that in the Federal Republic of Germany and/or in the rest of the world no rights of any third parties are violated in connection with delivery of goods by the supplier.
- (2) If a third party asserts a claim against us because of a violation of rights, the supplier shall indemnify us from said claim upon our first written request. We shall not be entitled to enter into any agreements with the third party including, but not limited to, settlement agreements without the supplier's consent.
- (3) The supplier's obligation to indemnify us shall apply to all expenses incurred by us from or in connection with a claim or claims asserted by a third party.
- (4) The supplier shall treat as strictly confidential any and all illustrations, drawings, calculations, and any other documentation and/or information the supplier has received. Disclosure thereof to any third parties shall be subject to our express consent. Illustrations, drawings, calculations, and other documentation and/or information provided to the supplier shall be used by the supplier exclusively for production purposes based on our order and shall be returned to us by the supplier without our requesting that the supplier do so once our order has been processed. The supplier shall be prohibited from making copies. The confidentiality obligation shall continue to apply until the contract has been fulfilled and shall not expire until the production-related knowledge contained in the illustrations, drawings, calculations and/or other documentation provided becomes general knowledge.
- (5) The supplier shall treat as confidential and shall not disclose to any third parties any and all business and technical details which are not obvious and which become known to the supplier as part of the supplier's business relationship with us.
- (6) The supplier shall grant us permission to conduct audits to control compliance with our requirements once we and the supplier have agreed on a date for such audits.

§ 9 Retention of Title

- (1) We expressly object to any retention of title the supplier may claim. We shall obtain ownership of any and all delivered goods immediately upon our acceptance of the goods or the replacement of acceptance.
- (2) We reserve the right to retain title in any parts we order from the supplier. Any processing or remodeling carried out by the supplier shall be done on our behalf. If any of the goods in which we retain title are processed together with other goods not owned by us, we shall acquire co-ownership in the new goods *pro rata* of the value of our goods and the value of the other processed goods at the time of processing.
- (3) If the goods we provided are combined permanently with other goods not owned by us, we shall acquire co-ownership in the new goods *pro rata* of the value of the goods in which we retain title and the value of the other combined goods at the time they were combined. If the goods are combined in a manner that the supplier's goods are deemed to be the main goods, it is hereby agreed that the supplier shall transfer *pro rata* co-ownership to us. The supplier either shall hold sole ownership or shall hold co-ownership on our behalf.
- (4) We shall retain ownership of any tools. The supplier shall use the tools exclusively to produce goods we order. The supplier shall take out insurance against damage to our tools by fire, water or theft at the supplier's expense in the amount of the original value of the tools. The supplier shall carry out required maintenance and inspection work at the supplier's expense and in a timely manner. The supplier shall notify us without undue delay of any and all incidents; if he culpably fails to do so, any further claims for damages arising therefrom shall remain unaffected.

§ 10 Miscellaneous

- (1) The supplier shall require our prior consent in text form to have the performance the supplier owes to us be provided by any third parties (e.g., subcontractors).
- (2) Should any of the provisions of these Purchasing and Leasing Terms and Conditions be or become invalid, the validity of the remainder of the provisions of these Purchasing and Leasing Terms and Conditions shall not be affected.

§ 11 Venue – Applicable Law

- (1) The venue shall be Karlsruhe, Germany; however, we shall be entitled to sue the supplier in a court having jurisdiction over the supplier's place of residence.
- (2) Unless otherwise agreed upon in the order / order confirmation, the place of our registered offices shall be the place of performance.
- (3) The laws of the Federal Republic of Germany shall apply under exclusion of the CISG.