



General Terms and Conditions of Purchase

§ 1 General, Applicability

1. These terms and conditions of SCANLAB GmbH (SCANLAB) apply exclusively; SCANLAB does not accept contrary or divergent sales or general terms and conditions of the supplier, and they are hereby rejected. SCANLAB's terms and conditions also apply to all future transactions between the parties, even if not again explicitly stipulated in individual cases. Entitled parties of this agreement, in addition to SCANLAB, also include companies affiliated with SCANLAB as defined in § 15 of the German Stock Corporation Act. These terms and conditions remain applicable even if SCANLAB accepts or pays for the supplier's delivery without reservation despite knowledge of the supplier's conflicting or divergent terms and conditions.
2. All agreements reached between SCANLAB and the supplier for executing contracts must be stipulated in this agreement in writing.
3. These terms and conditions apply only to businesses as defined by the German Civil Code (BGB) in § 310 Abs. 4.

§ 2 Formation of the Contract and Amendments

1. SCANLAB's orders and their content and scope are solely decisive and binding for the supplier. If the supplier fails to provide SCANLAB with written confirmation of the order's receipt and content within 5 days and without modification, then SCANLAB is entitled to withdraw from the order. Order confirmations divergent from SCANLAB's orders are fundamentally contradicted.
2. Divergent orders, supplements, changes or side agreements hereto are null and void. The same applies to any similar declarations by SCANLAB employees outside its Purchasing Department. The procedural defect is not relieved by SCANLAB's acceptance of the supplier's delivery.
3. If the supplier supplies products deviating from the order, SCANLAB's receipt of the delivery does not constitute acceptance of this divergence.
4. Quotations must clearly indicate any and all divergences from specifications in SCANLAB's inquiries with respect to quantities and quality.
5. Irrespective of divergent offers, contracts enter force exclusively based on SCANLAB's orders in conjunction with these terms and conditions.
6. Upon provision to SCANLAB, offers and price quotes remain binding for at least 5 weeks. These and any related test certificates shall be free of charge to SCANLAB.
7. All SCANLAB's technical order and/or other delivery specifications are elements of the contract between the parties.
8. After ordering, SCANLAB may also fully or partially withdraw from it. In such cases, SCANLAB shall reimburse the supplier for expenses incurred up to that time due to the order, whereby SCANLAB has the right to receive any goods or production results derived from those efforts.

§ 3 Prices, Payment Terms, Offset and Retention Rights, Payment before Defect Notification Deadline

1. The fixed price specified in SCANLAB's order is binding. In absence of a written agreement to the contrary, the order's specified price encompasses "free delivery" (delivery duty paid as per Incoterms 2010) to SCANLAB or a location specified by SCANLAB, and the required packaging, e.g. pallets or grid boxes.
2. The partner's invoices shall be submitted to SCANLAB in a verifiable form containing the order number, order date, article number, 8-digit customs tariff number and supplier declaration according to the at its date of issue applicable regulations (September 2017: VO (EU) 2015/2447 and VO (EU) 2017/989). If one of these components is omitted, SCANLAB is entitled to reject the invoice. The invoice shall separately list the value added tax in compliance with legal requirements. The supplier bears all consequences for not observing this requirement, to the extent he's unable to show that he isn't responsible. SCANLAB will withhold payments until receiving an invoice meeting SCANLAB's requirements as well as the associated delivery documents, whereby SCANLAB cannot fall into arrears unless both of these are submitted as agreed. Delivery documents likewise include all SCANLAB's technical order and/or other delivery specifications, e.g. test certificates. Delivery of full documentation, including replacement part documentation, is a part of the order. Payment targets begin no earlier than upon receipt of delivery accompanied by all required documents (including freight documents, delivery notes, certificates of origin, supplier's declarations etc.) or provision of a SCANLAB-compliant invoice.
3. Offset and Retention Rights are available to SCANLAB as permitted by law.
4. Payments are always subject to the result of SCANLAB's inspection of goods and quantities. A payment before expiry of inspection and complaint periods as per § 6 does not signify that SCANLAB has inspected the supplier's delivered goods and quantities or waives complaints about quality or quantity deviations or has approved the delivery. The supplier shall refund amounts overpaid due to determined quality or quantity deviations.

§ 4 Delivery, Delivery Period, Partial Delivery, Adjustment of Delivery Quantities

1. An order's or delivery call's delivery dates specified as fixed dates are binding. Adherence to delivery dates is based on receipt of the goods at SCANLAB or at a receipt location designated by SCANLAB.
2. The supplier shall promptly inform SCANLAB and specify causes and estimated duration if circumstances occur or become apparent indicating that the agreed delivery dates can't be met. Unreserved acceptance by SCANLAB of the late delivery does not release the supplier from SCANLAB's rights relating to the late delivery.
3. In cases of delayed delivery, SCANLAB is entitled to statutory claims. In particular, for an agreed delivery date, SCANLAB is entitled to demand compensation, immediately or otherwise after expiry of an appropriate period to no avail, in place of delivery and withdrawal. If SCANLAB demands compensation, the supplier is entitled to show that he is not responsible for the failure to comply.
4. Up to 4 weeks before a delivery date, SCANLAB is entitled to call for partial delivery of the ordered quantities for that delivery date. SCANLAB is entitled to designate a later delivery date for delivery of the quantity remaining after the original date's partial call order. In case of partial call orders, the supplier's interests shall be taken into account to a reasonable extent.
5. In the event of declining business due to unforeseen events, i.e. force majeure, SCANLAB is entitled up to 4 weeks before a delivery date to adjust ordered quantities to reflect SCANLAB's actual requirements. Hereby, the supplier's interests shall be taken into account to a reasonable extent. If SCANLAB exercises that right, the supplier has no additional rights with respect to this adjustment of quantities.
6. In the event of excess deliveries or too-early delivery, SCANLAB is entitled to refuse acceptance of the delivery at the supplier's expense, or to pay the associated invoice based on the value of SCANLAB's required quantities.
7. Invoice amount adjustments reflect the weights, quantities and dimensions determined by SCANLAB's incoming goods inspection.
8. If SCANLAB makes call orders with budgeted figures, SCANLAB is not bound by the specified quantities and not obliged to take delivery. Actual and confirmed quantities called by SCANLAB may deviate from the budgeted quantities.
9. SCANLAB is entitled to refuse deliveries that are improperly packed, have damaged or unclearly labeled containers, and to bill the supplier for additional costs incurred due to these deficiencies.
10. Deviations in delivery dates or quantities for which the supplier is responsible may incur higher expenses (e.g. higher freight costs) to be borne by the supplier. The supplier is obliged to promptly undertake all reasonable corrective actions. The supplier is entitled to demonstrate non-existence of obligation to SCANLAB.

§ 5 Transfer of Risk

Transfer of risk occurs upon delivery to the receipt location specified in SCANLAB's order.

§ 6 Defect Inspection, Warranty, Limitation Period, Guarantee

1. SCANLAB inspects the supplier's delivered goods with respect exclusively to externally visible transport damage and quantitative agreement with data in the delivery documentation at the receiving dock. If SCANLAB finds such obvious defects, then SCANLAB shall claim them within 14 work days, calculated upon goods receipt, or within 14 workdays after discovery of all other, hidden defects. To this extent, the supplier waives the objection of belated notification. A further-reaching goods receipt and notification obligation is otherwise excluded.
2. SCANLAB is entitled to unabridged statutory claims for defects. In each case, SCANLAB is entitled to choose remedial action by the supplier or to demand delivery of a new, defect-free item. After expiry of a one-time statutory grace period in which supplementary performance fails, SCANLAB is entitled to further rights, in particular for reduction or withdrawal, as well as claims for damages. SCANLAB expressly reserves the right to claims for damages, particularly for damage claims instead of performance.
3. The limitation period is 36 months, except in cases of bad faith. It begins upon shipment to SCANLAB's customers of the finished goods in which the supplier's delivered components are installed, to the extent no longer-length statutory or contractual period applies. The limitation period is suspended for the time period in which the supplier is obliged to rectify the defect as described in § 6.2. For replacement parts provided by the supplier in subsequent deliveries and for spare parts the supplier provides to SCANLAB in the scope of supplementary performance, the limitation period always restarts from the beginning, calculated from the time of delivery.



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4. If the supplier doesn't promptly commence defect rectification upon SCANLAB's request, or the supplier's first rectification attempt fails, then SCANLAB is entitled, in cases of urgency, to itself rectify the defect at the supplier's expense or to have a third party do so at the supplier's expense.
 5. The agreed time periods shall be decisive for contractual guarantee agreements.
 6. If SCANLAB incurs costs resulting from defective delivery, such as labor, travel, installation and de-installation costs, handling costs, general administrative costs, then SCANLAB is entitled to pass these expenses to the supplier.
 7. The supplier maintains and complies with a certified quality system as defined in the ISO 9001 standards series, or a system with SCANLAB's prior approval that is comparable and suitable for executing the orders and deliveries.
 8. If the current version of the European Parliament and Council's regulation (EC) No. 1907/2006 of December 18, 2006 ("REACH regulation") applies to a product, then the supplier warrants that the product meets the REACH regulation's requirements (including registration). If third parties (including public authorities) assert actions against SCANLAB for REACH non-compliance, the supplier is obliged to release SCANLAB from these claims upon initial request. The supplier is obliged to promptly and proactively inform SCANLAB in writing (e.g. updated safety data sheet) of any REACH-related changes to the product.
 9. The supplier furthermore warrants that his products meet current threshold limits of the RoHS Directive (2011/65/EC).
 10. The supplier shall ensure that deliveries and services have been performed in accordance with the order and in full conformance with the highest and newest standards and codes of safety, technology and craftsmanship. The supplier shall further ensure that the goods, documentation and other delivery items are of satisfactory quality and suitable for their specific application and useable without risk and conformant with the latest versions of standards and codes of practice of the industry concerned. The materials and apparatuses in the supplier's delivered goods are new. In particular, the supplier ensures SCANLAB with respect to each delivery and service, that all specified or related data and prerequisites were fulfilled that may apply or were agreed upon. The supplier furthermore ensures that all deliveries and services are fully functional and all documentation or descriptions are complete and free of deficiencies. The supplier moreover assures that it transfers full, unencumbered title for the delivered goods to SCANLAB and that other services are also free of legal deficiencies.
- § 7 Product Liability, Release, Insurance**
1. If a supplier is responsible for a fault or product defect, he is obliged upon initial request to release SCANLAB from third-party damage claims, provided that the cause is within his scope of control and organization, the defect can be attributed to him, or that he himself bears full liability in the legal relationship with third parties.
 2. As part of the supplier's liability for damage claims in terms of provision (1), he is also obliged to reimburse all expenses, e.g. as per §§ 693, 670 as well as §§ 930, 940, 426 of the German Civil Code (BGB), resulting from or related to a recall performed by SCANLAB. To the extent possible and reasonable, SCANLAB shall inform the supplier and provide the supplier an opportunity to respond to the content and scope of to-be-performed recall measures.
Other statutory claims to which SCANLAB is entitled remain unaffected.
 3. The supplier is obliged to maintain product liability insurance with lump-sum coverage of EUR 10 million per personal injury/property damage; if SCANLAB is entitled to additional damage claims, then these remain unaffected.
- § 8 Supply**
- SCANLAB-supplied materials, parts, containers and special packaging remain the property of SCANLAB. These components may be used only for parts and orders from SCANLAB. Processing of materials or assembly of parts is performed expressly for SCANLAB. SCANLAB has proportional co-ownership of components stored at the supplier and from which SCANLAB-provided materials and parts will be manufactured and this is equal to the value of SCANLAB's provided materials and parts.
- § 9 Tools**
1. Tools paid by SCANLAB are exclusively owned by SCANLAB and the supplier may use them only for orders from and parts for SCANLAB. Tools paid by SCANLAB shall always be available in perfect working order, clearly marked by the supplier as property of SCANLAB and labeled and stored separately. Tools may be disposed only in consultation with SCANLAB.
 2. The supplier is obliged at his expense to insure against property damage SCANLAB's tools stored at the supplier. The supplier as of now assigns all claim compensation from such insurance to SCANLAB.
3. Parts manufactured with SCANLAB-owned tools may not be offered or delivered to third parties, or the expertise passed on.
 4. Maintenance and servicing of these tools is borne exclusively by the supplier and to be assumed at his expense. Costs for follow-on tools are borne exclusively by the supplier. The output quantity is thus unlimited. If the supplier should damage SCANLAB's tools, these are to be repaired in conformity with their drawings at the supplier's expense.
- § 10 Hazardous Goods**
- The supplier is solely responsible for observing and complying with any applicable regulations regarding hazardous goods, in particular, but not limited to, the German Dangerous Goods Transportation Act (GGBeFG), German Regulations for the Conveyance of Hazardous Goods by Road, Rail and Inland Navigation (GGVSEB) and the European Agreement on the International Transportation of Dangerous Goods by Road (ADR). The supplier shall inform SCANLAB in writing and in a timely manner of all hazards.
- § 11 Changes to Supplier's Processes**
1. The supplier must inform SCANLAB in writing at least one month in advance of any planned changes to products or manufacturing processes as well as all changes in used materials and tools and fixtures.
 2. This obligation to notify also applies to a change of manufacturing location. The supplier shall provide samples if requested by SCANLAB.
 3. The change may be implemented only after prior written approval by SCANLAB. In conjunction with this approval, SCANLAB informs the supplier of special requirements to be observed during implementation of the change.
 4. The supplier shall document the time point of the change (as of charge number, delivery note number etc.) and inform SCANLAB thereof. Traceability of the change must be ensured.
 5. Changes implemented without SCANLAB's written approval constitute a violation of contractual terms. In non-performance of this requirement, the supplier is liable for all damages, losses and obligations resulting from a non-approved change implemented by the supplier.
- § 12 Force Majeure**
- Force majeure, disruptions beyond our control, strikes, governmental intervention or other unavoidable events shall – for the durations of their existence and effects – release SCANLAB from fulfillment of contractual obligations.
- § 13 Industrial Property Rights**
1. The supplier warrants that its deliveries or services to SCANLAB do not violate third party rights.
 2. If a claim in this regard is asserted against SCANLAB, the supplier is obliged upon SCANLAB's initial written request to release SCANLAB fully from such claims.
 3. The supplier's obligation to release encompasses all expenses necessarily incurred by SCANLAB through or in connection with claims asserted by a third party.
 4. The limitation period is ten years, starting from formation of the contract.
 5. Expertise learned by the supplier as a result of the business collaboration shall not be made accessible to third parties without SCANLAB's express written agreement and shall be applied neither by the supplier nor by a third party without SCANLAB's agreement. SCANLAB's expertise is to be used exclusively for manufacturing based on the order and is to be kept confidential, with supplementary applicability of § 14.
- § 14 Non-Disclosure**
1. The supplier is obliged without exception to apply strict confidentiality to all received business and technical data, documents, samples, models, as well as other documentation and all information ("confidential information") and to make them available in his own operation only to those persons required for the purpose of the delivery to SCANLAB, whereby those persons too are obliged to confidentiality. They may only be disclosed to third parties upon SCANLAB's express written permission. Simply upon SCANLAB's request, all information and documents (including copies) and samples transferred by SCANLAB shall be returned in full to SCANLAB.
 2. The obligation to confidentiality also applies after this agreement expires; the obligation only ceases if and to the extent that the transferred confidential information's production, product, system or manufacturing expertise becomes general knowledge through no violation of this obligation to confidentiality.
 3. Disclosure of confidential information and any transfer of documents, samples or models do not establish industrial property rights, know-how or copyrights for the supplier and do not constitute any prepublication rights or rights of prior use in terms of patent and registered design law. The supplier shall use confidential information exclusively for the purpose approved by SCANLAB and only within the scope of the agreed collaboration. Here, rights are never granted to the supplier. If third parties



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come into contact with SCANLAB's confidential information, the supplier must conclude a similar written confidentiality agreement with them and show it to SCANLAB upon request.

§ 15 Data Protection, Security

1. SCANLAB acquires person-related data from the supplier exclusively for the contractual and business purpose for which the supplier provides the data. The person-related data shall be used only within the SCANLAB Group.
2. The supplier agrees to this and authorizes SCANLAB to administer, store and process data received in the scope of the business relationship in compliance with applicable data protection regulations.

§ 16 Place of Performance

Unless otherwise specified in the order, the place of performance is SCANLAB headquarters in Puchheim, Germany.

§ 17 Advertising

Usage of inquiries, orders or correspondence of any kind from SCANLAB by the supplier for the purpose of advertising is prohibited. Advertising involving the existing business relationship with SCANLAB is only allowed with SCANLAB's express prior written approval.

§ 18 Final Provisions

1. Regardless of the amount in dispute, the sole legal venue (also for bill of exchange, check and other documentation processes) when the parties are registered merchants, legal entities of public law or legal special assets, is the factual and local court of first instance for SCANLAB's head office in Germany, Munich District Court II. However, SCANLAB is also entitled to assert claims against the supplier at the court responsible for his residence or place of business. The same applies if, after contract formation, the supplier has no general place of jurisdiction in Germany or relocates his residence or place of business or usual abode to outside Germany or if his residence or place of business or usual abode is unknown at the time the action is filed.
2. The laws of the Federal Republic of Germany apply exclusively for the contractual relationship as well as these terms and conditions.
3. If individual provisions of this agreement are ineffective or unworkable or become ineffective or unworkable after formation of the agreement, then the remaining provisions of the agreement shall still remain valid. The ineffective or unworkable provision should be replaced by an effective and workable provision that comes closest to the economic objectives that the contractual parties have pursued under the ineffective or unworkable provision. The existing provisions apply in the event that the contract is shown to have omissions.

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In case of discrepancies between this English language translation and the original German language version entitled "Allgemeine Einkaufsbedingungen", the German language version shall prevail.