

## **Supplementary Terms of Purchase for Production Materials of Hectronic GmbH** (Doc-No. H0.24 Rev. 2 / Version 02/11)

### **1. Contract conclusion and general contractual contents**

In addition to the General Terms of Purchase of Hectronic GmbH (rev. 5, version 02/11) the following supplementary agreements are entered into for the procurement of production materials. This agreement shall be deemed to be concluded – in addition to the General Terms of Purchase – upon acceptance of the order by the supplier. If the supplier does not accept these Supplementary Terms of Purchase, it must object to them in writing – not by e-mail. A simple reference to the supplier's own Terms and Conditions shall not be deemed an objection to these Terms.

### **2. Ordering production materials**

- 2.1. Supplier contracts (framework agreements, call-off contracts, order and acceptance) and delivery requests, including any amendments or additions to these, must be made in written form. Framework agreements, orders and delivery requests can also be sent by e-mail.
- 2.2. Delivery requests shall become binding at the latest if the supplier has not objected to the request within one week of its receipt. An order acceptance for delivery requests is only required in the event of an objection, otherwise the call-off order is deemed to be confirmed (see the 'Delivery requests' section of the 'Manual on the use of e-procurement' under [www.hectronic.com](http://www.hectronic.com)).
- 2.3. In so far as is practically reasonable for the supplier, the purchaser shall be entitled to request alterations to the design and construction of the items supplied. Any consequences thereof, especially in terms of additional costs, cost reductions and delivery dates, must be managed in an appropriate and mutually acceptable manner.

### **3 Delivery dates, contractual penalties, delivery conditions**

In addition to the General Terms of Purchase of Hectronic GmbH (rev. 5, version 02/11) the following agreements shall apply to the processing of delivery requests.

- 3.1. For the delivery request procedure, the binding delivery dates shall be determined on the basis of the corresponding delivery schedules and the individual delivery requests. The binding nature of the delivery dates depends on the specific delivery request on the basis of the delivery requests section in the valid 'Manual on the use of e-procurement'.  
Agreed delivery dates and periods are binding. The receipt of the goods by the purchaser shall indicate compliance with the delivery date or period. The dates specified in the orders and call-off orders shall be understood to be the dates on which Hectronic shall receive the goods.  
Unless 'ex works' delivery has been agreed, the supplier must order the goods in due time taking into consideration the usual time required for loading and dispatch.
- 3.2. Unless stated otherwise in the order, delivery is understood as "DDP Bonndorf" (Incoterms® 2010).

### **4. Payment conditions**

In addition to the payment conditions in the General Terms of Purchase:

Payments shall be made in line with the agreed payment conditions; if deliveries are received early, the payment shall be due on the basis of the agreed delivery date.

### **5. Cancellation of orders by the client**

In addition to the General Terms of Purchase of Hectronic GmbH (rev. 5, version 02/11):

- 13.1. For orders using call-off contracts, the production and material approvals shall be agreed and reported. If the supplier orders additional material and/or produces additional products, this shall solely occur at the supplier's risk.
- 13.2. Should the client's turnover situation substantially deteriorate, the client shall be entitled to wholly or partially cancel the orders issued as well as framework agreements and call-off contracts. In such situations, the supplier shall be bound to immediately cease production of previously ordered products. If the framework agreement contained a price scale, the supplier shall be entitled to evaluate the amount supplied on the basis of the actual quantity scale and demand any additional charges.

### **6. Inspections, material evidence**

The client shall have the right to conduct inspections of the principal's factory. In such cases, the supplier and client shall each bear their own costs. The supplier shall undertake to conduct outgoing goods inspections that are commensurate with the incoming goods inspections that would be conducted at the client's site. The client shall thus be released from the obligation to conduct incoming goods inspections, excluding random inspections. This shall not apply to easily detectable transport damage and other clearly identifiable defects, especially in the case of deviations in terms of the product type or quantity delivered. The client shall immediately notify the supplier of any such complaints. Notwithstanding the above, the client shall occasionally conduct random incoming goods inspections.

If defects lead to a need for repeated, additional or complete inspections, the supplier shall bear the material and personnel costs accrued by the client. The supplier shall bear the material and personnel costs of material certificates for the primary materials. These inspections shall not affect the supplier's warranty. The supplier shall undertake, at the client's request, to immediately attach a material and test certificate to all deliveries.