

Terms and conditions of purchase of LaVision GmbH

1. General information

These Terms and Conditions of Purchase are an integral part of all contractual relationships of LaVision GmbH, Anna-Vanderhoeck-Ring 19, 37081 Göttingen, in commercial or business transactions with suppliers, including ongoing and future business relationships. No further reference to these Terms and Conditions of Purchase is required for future orders.

For commercial or business transactions, conflicting general terms and conditions, in particular terms and conditions of sale, are hereby expressly rejected. They shall only apply if LaVision GmbH agrees to them in writing. Similarly, deviating agreements, in particular those of an oral nature, shall only be binding if they are confirmed in writing by LaVision GmbH. In the event that the general terms and conditions of the parties involved do not agree in content, or contradict each other, this does not prevent the conclusion of a contract. Rather, the contract is concluded with the condition that conflicting clauses must be examined separately to determine whether, and to what extent, they become part of the contract. The supplier may only name LaVision GmbH as a reference to third parties with written consent. The supplier must treat the information made available to him in connection with the conclusion and execution of the contract as confidential, unless it is proven to be or become generally known. All documents issued by the supplier must be marked with LaVision's order and item number.

2. Offers / Calculations / Cost budgets

Offers, calculations, and cost budgets from the supplier shall only be accepted as contract proposals, exclusively under the terms and conditions of LaVision GmbH. These shall be prepared free of charge. Unless a longer period has been agreed in individual cases, the bidder shall be bound by its offer for 52 weeks from the date of the offer. Orders placed by LaVision GmbH shall be deemed acceptance of the bidder's contract proposal.

3. Orders; Prices

Orders must always be placed by writing (e-mail). Verbal orders are only valid if they have been confirmed in writing by the purchasing department of LaVision GmbH.

The price stated in the order is binding. The price includes all services and ancillary services provided by the supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., for packaging, transport, and transport and liability insurance). The supplier must take back packaging material at the request of LaVision GmbH.

Unless otherwise agreed, orders placed by LaVision GmbH must be confirmed in writing immediately, stating the prices, item number, and order number, as well as the shortest delivery time or the delivery time specified by LaVision GmbH, if delivery does not take place within five working days.

Prices are fixed prices plus the applicable sales tax, including all ancillary costs, in particular packaging, shipping and insurance, transport and ancillary costs, unless other agreements have been expressly made in writing.

LaVision GmbH reserves the right to accept excess or short deliveries.

If the supplier's order confirmation deviates from the order placed by LaVision GmbH, a contract shall only be concluded if LaVision GmbH has been expressly notified of this deviation and has agreed to it in writing.

The supplier undertakes to comply with drawings, calculations, specifications, and other requirements provided by LaVision and to independently check them for errors and contradictions within the scope of its general and specific expertise and, if necessary, to immediately notify LaVision in writing of any concerns and to clarify them.

The supplier bears the procurement risk for the goods.

Import and export classification codes must be specified in the contract documents for the delivered products.

4. Delivery / Service; Performance

The specified or agreed deadlines and dates for deliveries/services must be adhered to. The delivery or service period begins retroactively on the order date, as seen from the acceptance of the order. If it is not possible to meet a deadline or date, LaVision GmbH must be notified immediately of the reasons and the expected duration of the delay. Acceptance of the delayed delivery/service does not constitute a waiver of other claims.

Unless otherwise agreed, deliveries and services shall be made DDP "destination" (INCOTERMS 2020).

The destination shall also be deemed the place of performance in commercial or business transactions.

Partial and subsequent deliveries for which the supplier is responsible shall be carried out by the supplier at its own expense and with the highest priority, regardless of the invoice value. The assertion of further claims remains unaffected.

In the event of default on the part of the supplier, LaVision GmbH may, after the expiry of a reasonable grace period set by it, have the delivery not yet made by the supplier carried out by third parties at the supplier's expense. Alternatively, LaVision GmbH may also withdraw from the contract after the expiry of a grace period set by it.

Deliveries shall only be between Monday and Friday, 8 a.m. to 4 p.m. No goods can be accepted between 24th December to 1st January inclusive. The exact times will be specified in good time in an information text on the orders from LaVision GmbH.

Force majeure, labor disputes, operational disruptions through no fault of LaVision GmbH, unrest, official measures, and other unavoidable events entitle LaVision GmbH—without prejudice to its other rights—to withdraw from the contract in whole or in part, provided that the events are not of insignificant duration and result in a significant reduction in LaVision GmbH's requirements.

If insolvency proceedings are initiated against the supplier's assets or an out-of-court settlement procedure is requested, LaVision GmbH shall be entitled to withdraw from the contract in whole or in part.

All shipments must be accompanied by a delivery note with a detailed list of contents, item number, and the complete order number from LaVision GmbH.

5. Transfer of Risk; Transfer of Ownership

Ownership of delivered goods shall generally pass to LaVision GmbH upon receipt of the goods. Simple, extended, or expanded retention of title by the supplier shall only become part of the contract if LaVision GmbH has expressly agreed to this in writing.

6. Quality; Representations / Warranties; Warranty; Liability

Delivered goods or services must comply with the statutory or agreed specifications in terms of quality, quantity, dimensional accuracy, and other aspects of design.

In the case of the delivery of machines or systems, the supplier is liable for compliance with the applicable occupational health and safety and accident prevention regulations, as well as for the safe design of the goods or services in accordance with the generally accepted state of the art.

Any reference to standards generally implies a warranty in the sense of a no-fault guarantee of quality, unless expressly agreed otherwise in writing. Likewise, samples, models, and other documents and information such as photocopies, drawings, dimensions, and weight

specifications provided to LaVision GmbH are considered warranted characteristics in the sense of a no-fault guarantee of quality.

The supplier shall constantly align the quality of its products to be delivered to LaVision GmbH with the latest state of the art and shall inform LaVision GmbH of any possibilities for improvement and technical changes.

The supplier also guarantees that the use and/or resale of the deliveries/services provided by him does not infringe any existing property rights of third parties. They indemnify LaVision GmbH against all claims by third parties for infringement of property rights in accordance with this guarantee. The assertion of any further claims to which LaVision GmbH may be entitled, in particular claims for damages, remains unaffected. The obligations of § 377 HGB (German Commercial Code) do not apply.

In the event of a performance disruption, LaVision GmbH shall have the choice, taking into account what is reasonable, to either first demand rectification or replacement delivery or immediate return of the defective delivery/service against reimbursement of the price, reduction, compensation and/or withdrawal or reimbursement of futile expenses.

Warranty claims and other claims, in particular those due to performance disruptions, are governed by the statutory provisions, unless otherwise specified in these Terms and Conditions of Purchase.

The supplier warrants that the goods do not contain any substances that fall within the scope of the substance bans of EC Directive 2011/65/EU (RoHS). The supplier further assures that the substances contained in the goods and their use(s) are either already registered or are not subject to registration under Regulation (EC) No. 1907/2006 (REACH Regulation) and that, where necessary, authorization has been obtained in accordance with the REACH Regulation. The supplier shall also, if necessary, prepare the safety data sheet in accordance with Annex II of the REACH Regulation and make it available to LaVision GmbH. If goods are delivered that are classified as dangerous goods in accordance with international regulations, the supplier shall notify LaVision GmbH of this at the latest upon confirmation of the order.

7. Invoice; payment

Invoices must be sent digitally to LaVision GmbH after they have been issued.

Unless expressly agreed otherwise, payments by LaVision GmbH will be made within 14 days of receipt of the invoice or goods, whichever arrives last, with a 3% discount. The net payment term is 45 days, also calculated from the date of receipt of the invoice or goods, unless otherwise agreed.

LaVision GmbH reserves the right to withhold payment in whole or in part at its reasonable discretion in the event of performance disruptions until the performance disruption has been remedied. Payments do not constitute confirmation of the correctness of a delivery/service.

8. Confidentiality; Ownership of Production Equipment and Materials; Property Rights

The supplier shall treat as business secrets and keep confidential all commercial and technical details that become known to it in connection with the order.

Drawings, models, tools, samples, dies, or other production equipment provided to the supplier by LaVision GmbH for the execution of the order or manufactured by the supplier on behalf of LaVision GmbH are the property of LaVision GmbH and may not be used, reproduced, sold, pledged, or otherwise made available to third parties by the supplier for other commercial purposes without the prior written consent of LaVision GmbH.

Materials or other goods provided remain the property of LaVision GmbH. They may only be used for their intended purpose.

The supplier shall keep confidential all commercial and technical information that becomes known to it in connection with the order.

The supplier warrants that the services provided to LaVision GmbH are free from third-party property rights. If property rights nevertheless arise, the supplier shall bear all associated costs, fees, etc., and shall indemnify LaVision GmbH in full against all obligations.

If a customer or other third party makes a claim against us on the basis of product liability, the supplier is obliged to indemnify us against such claims if and to the extent that the damage was caused by a defect in the product delivered by the supplier. In cases of fault-based liability, however, this shall only apply if the supplier is at fault. If the cause of the damage lies within the supplier's area of responsibility, the supplier shall bear the burden of proof. In such cases, the supplier shall bear all costs and expenses, including the costs of any legal action or recall campaign. In all other respects, the statutory provisions shall apply.

In the case of research, development, design, engineering, and other contracts whose purpose is to develop a technical solution to a problem, inventions made by the supplier in fulfillment of the contract, which are to be registered, have been registered, or have been granted property rights, shall belong exclusively to LaVision GmbH. The same applies to new technical know-how that is not part of the state of the art. The supplier shall make use of inventions made by its employees at the request of LaVision GmbH.

9. Code of Conduct LaVision GmbH

The supplier undertakes to LaVision GmbH to comply with all legally binding regulations, in particular the applicable laws for the protection of fair and honest competition, the applicable export and import bans, the applicable customs and tax regulations, and the applicable - the legal regulations for the protection of the environment, not to promise or grant any benefits or allowances to employees of LaVision GmbH in return for the purchase of products or services (bribery), not to permit child labor or forced labor, and to ensure fair remuneration, reasonable working hours, safe working conditions, and a non-discriminatory working environment for its own employees.

LaVision GmbH has the right to terminate this contract without notice if the supplier violates the above obligations. The supplier is also obliged to indemnify LaVision GmbH against any claims by third parties that are brought against LaVision on the basis of or in connection with a violation of the above obligation.

10. Data Storage

LaVision GmbH is entitled to store data about the supplier within the scope of the Federal Data Protection Act in its currently valid version.

11. Place of Jurisdiction; Applicable Law

In commercial or business transactions, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is 37081 Göttingen. However, prior to this, a meeting between the management or operations management of both parties is required to attempt to settle the dispute.

The legal relationship between LaVision GmbH and the supplier shall be governed exclusively by German law. Provisions, in particular those of international private law, which could lead to the application of other laws, are hereby expressly excluded.

12. Final Provision

Should individual parts of these Terms and Conditions of Purchase be legally invalid, this shall not affect the validity of the remaining parts of the Terms and Conditions of Purchase.