

Manolya Electronics GmbH & Co. KG

Purchase Terms

Status: 22.01.2024

§ 1 General provisions and scope of application

- (1) Our purchase terms apply exclusively. We shall recognise opposed or deviating conditions of the supplier only if we have explicitly agreed to them in writing. Our purchase terms shall also apply if we perform the delivery to the supplier without any reservations in spite of knowing of terms and conditions of the supplier which are contrary to or deviate from our purchase terms.
- (2) The currently applicable version of our purchase terms shall also apply to all future business with the supplier.
- (3) Our Terms and Conditions of Purchase shall only apply to merchants.

§ 2 Orders and order acceptance

- (1) The supplier shall be obliged to accept our order within a period of 24 hours. Once this period has run out, we will no longer be bound by such an order. The content of our written orders alone shall apply. Orders placed verbally or supplementary agreements only become valid if confirmed by us in writing.
- (2) The order can be cancelled unilaterally by us up to the handover of the object of purchase by the supplier to the forwarding agent or, in the event of a delay in delivery, even after the object of purchase has been handed over by the supplier to the forwarding agent, unless a cancellation has previously been excluded by mutual agreement and in writing.
- (3) Written form can be replaced with electronic form.
- (4) We reserve all rights to ownership and/or copyrights of our documents, including illustrations, drawings, accounts, etc. Documents and the like are to be kept confidential from third parties. They are not to be made available to third parties without our prior written consent. They are to be used for processing of our orders only; once an order has been processed they shall be returned to us without the need for a request and technical data shall be deleted.

§ 3 Pricing, payment terms and inventory value adjustment

- (1) The price listed in the order is binding, unless the supplier lowers his price by the delivery date; in this case, the lowest price from contract conclusion to delivery is binding. This price shall include free delivery to the buyer's address, as well as packaging, transportation costs, toll charges, insurance and customs. Return of packaging is to be stipulated separately.
- (2) Invoices are to be sent per e-mail to invoice@manolya.de and separately by post to our business address.
- (3) We can only process invoices if these - in accordance with the specifications in our order - state the order number shown there. The supplier shall be responsible for all consequences arising from non-compliance with this obligation, unless he can prove that he is not responsible for them.
- (4) In the event of non-contractual, in particular defective delivery, we shall be entitled to withhold payment until proper fulfilment without loss of rebates, discounts or similar payment benefits.

Manolya Electronics GmbH & Co. KG

Purchase Terms

- (5) If a payment date is not stipulated in writing, we shall pay the invoice amount within 30 days from date of delivery and receipt of the invoice, minus a 3% discount, or net cash within 45 days after receipt of the invoice. Payment was made on time if by the postmark date corresponds to the due date.
- (6) If a supplier lowers the price of a delivered product or reduces the price on the product invoice for some other reason or lowers a tentative sales price recommended to him for a product, we shall receive the same price benefit on products not yet sold from our inventory and outlets, or on products remaining in the inventories of our business partners. We shall remit a debit note to the supplier as to the difference between the supplier's quoted price and the price benefit.
- (7) We shall be entitled to the full range of set-off and retention rights stipulated by law. If insolvency proceedings are legally initiated against a supplier's assets or if an application to initiate bankruptcy proceedings on a supplier's assets (for lack of availability of cost-covering assets, due to imminent illiquidity or due to excessive debts), we reserve the right to delay payment, in order to off-set existing or future claims, such as liabilities for defects.

§ 4 Delivery date and quantity

- (1) The delivery date specified in the supplier's confirmation is binding. If a delivery date is not specified, it shall generally be within three business days of the acceptance of our order. Compliance with the delivery date is determined by the date of receipt of the goods at our business address or at the stipulated delivery address.
- (2) The supplier must inform us without delay and in writing when circumstances occur, or become apparent to him, that prevent him from meeting the stipulated delivery date.
- (3) If delivery is delayed, we reserve the right to statutory entitlements. In particular, we shall be entitled to demand damages due to non-fulfilment, after an appropriate grace period.
- (4) Partial delivery is to be noted as such on the delivery note and in the invoice. We reserve the right to refuse partial delivery at the supplier's expense and risk. This also applies to exceedance of the delivery quantity in terms of goods.
- (5) An assessment of the correctness of the delivery is conducted by us in the form of a receiving inspection as soon as goods arrive, and must include a satisfactory number of units, satisfactory dimensions, weight and quality features.

§ 5 Delivery conditions

- (1) We accept the ordered goods exclusively on exchangeable and transportable Euro pallets or on transportable one-way pallets. In the event of delivery of deviating or missing transportation devices, we may charge an expense allowance of € 25.00 net for repacking per pallet (or per individual case) including the transportable pallets provided by us. We reserve the right to claim higher costs.
- (2) The supplier is obliged to use appropriate, transport-safe packaging materials in quantity and quality.
- (3) Furthermore, the supplier is obliged to deliver the goods within our goods receiving hours and to agree a delivery time slot with our warehouse in advance by means of a written delivery notification. We shall be entitled to refuse acceptance outside the goods receiving hours and/or without coordination of a delivery time slot with our warehouse.
- (4) At the supplier's request, we will send him the opening hours and contact details of our warehouse separately in writing.

Manolya Electronics GmbH & Co. KG

Purchase Terms

§ 6 Condition of goods and labelling

- (1) The supplier shall guarantee that the delivered goods comply with the statutory provisions applicable to their use (in particular with product safety laws/ CE labels), with the most current state of the art, and with EU regulations. Should the goods deviate from these provisions, the supplier is obligated to inform us of these deviations and the reasons thereof, in each individual case and before the delivery process has begun. In such a case, we reserve the right, even after receipt, to reject the goods within a period of 10 business days from notification by the Supplier, and to assert the legal warranty claims.
- (2) The mandatory legal labelling and labelling stipulated in the order must be affixed to each sales unit.
- (3) The supplier guarantees that all goods that fall under the Electrical and Electronic Equipment Act comply with the legal requirements; in particular, such devices must be produced, registered and labelled in compliance with the legal requirements, and must be disposed of in a manner that complies with said legal requirements. If certain devices are improperly labelled, we reserve the right to demand compensation for costs incurred in a post-labelling process, from the supplier.
- (4) The supplier guarantees that the delivered goods and packaging are in compliance with regulations pertaining to packaging, batteries, etc.; the supplier shall immediately provide appropriate evidence of compliance upon request.
- (5) The products offered must not infringe any third-party rights - in particular trademark, patent and copyright rights. Should the supplier hold image or text rights, he shall authorize us to use this data. The supplier shall indemnify Manolya Electronics GmbH & Co. KG from third-party claims.
- (6) In addition, the Supplier shall comply with all laws and regulations for products, in particular, but not exclusively:
 - a. Electrical and Electronic Equipment Act (ElektroG)
 - b. Battery Act (BattG)
 - c. RoHS / Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment
 - d. Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
 - e. Ban on Persistent Organic Pollutants (POPs)
 - f. Energy-Using Products Act (EVPG)
 - g. Packaging Act (VerpackG)
- (7) The manufacturer shall be liable for defective products within the scope of the Act on Liability for Defective Products (ProdHaftG).
- (8) Upon request, the supplier shall provide us with the following information and/or documents relating to the delivered products:
 - a. commercial origin of the goods (country of origin)
 - b. <Long-term> supplier's declaration for products having or not having preferential origin status
 - c. Safety data sheets
 - d. EC Declaration of Conformity

Manolya Electronics GmbH & Co. KG

Purchase Terms

§ 7 General requirement

- (1) In addition to complying with all legal requirements, the Supplier shall fulfill the following obligations:
 - a. Submission of all taxes, fees and, if applicable Copyright levy (UHG)
 - b. Compliance with the General Data Protection Regulation (GDPR)
 - c. Compliance with all provisions of the Act Regulating a General Minimum Wage (MiLoG)
 - d. Prohibition of discrimination and exploitation

§ 8 Security Declaration

- (1) The supplier confirms that goods, which are produced, stored, forwarded or carried by order of Manolya Electronics GmbH & Co. KG (Manolya) and which are delivered to Manolya or which are taken for delivery from Manolya are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas and are protected against unauthorized interference during production, storage, preparation, loading and transport and reliable staff is employed for the production, storage, preparation, loading and transport of these goods and business partners who are acting on behalf of the supplier are informed that they also need to ensure the supply chain security as mentioned above.

§ 9 Transfer of risk and documentation

- (1) Unless otherwise agreed in writing, delivery shall be made DDP (incoterms 2020) at the supplier's risk, including packaging, freight, tolls, insurance and customs duties. The return of packaging requires special agreement.
- (2) The supplier is obligated to provide shipment documentation and delivery notes containing our exact order number; should these be omitted, we cannot be held responsible for processing delays.

§ 10 Inspection of defects and guarantee

- (1) We shall be obligated to examine the goods for any deviations in quality and quantity within reasonable time limits; a reasonable period of time is 5 business days from the date of delivery or, in the case of hidden defects, 5 days from the date of discovery. To meet the deadline it suffices to send a notification to the supplier.
- (2) We are entitled to all legal claims under warranty in full; notwithstanding this entitlement, we are also entitled to request elimination of defects or replacement deliveries from the supplier at our discretion. In this event the supplier is required to bear all expenses required in order to eliminate the defects or provide a replacement delivery. The right to claim damages, particularly for damages instead of performance of the service is expressly reserved.
- (3) All return shipments must be accompanied by our internal process number.
- (4) If, after being requested by us to do so, the supplier fails to immediately fulfil his obligations for subsequent performance, we shall be entitled in cases of emergency, and in particular to prevent severe hazards or to avoid greater damage to itself undertake or employ a third party to carry out the remedial works at the supplier's expense and at the usual compensation rates as determined by us.
- (5) The supplier's liability for defect claims covers at least 24 months from when the goods were first delivered to the end client, but can last for a period of up to 5 years after delivery to us; Article 479 (2) 3 BGB (of the German Civil Code) shall be applied.

Manolya Electronics GmbH & Co. KG

Purchase Terms

§ 11 Product liability, indemnity and liability insurance

- (1) To such extent as the supplier is responsible for product damage, he is obliged to release us from third-party damage compensation claims at our initial request as if the cause were under his control and organisation and as if he were personally liable to third parties.
- (2) Under his liability for damages under (1) the supplier is also obligated to reimburse any expenses according to sections 683 and 670 of the Civil Code (BGB) and also according to sections 830, 840 and 426 of the Civil Code (BGB), which result from, or in connection with, any product recall action carried out by us. Insofar as possible and reasonable, we shall inform the supplier about the content and scope of the recall measures to be undertaken, and shall give him the opportunity to comment. Other contractual and/or legal claims shall hereby remain unaffected.
- (3) The supplier obligates himself to maintain product liability insurance with a flat rate sum insured of at least 10 million Euros per personal injury claim / property claim.

§ 12 Property rights

- (1) The supplier warrants that neither the goods delivered by him nor their onward supply, in any way infringe any utility models, patents, licenses or other protective rights of third parties by us. The supplier guarantees that all fees for devices/ data carriers delivered by him have been paid, to which a copyright fee applies in accordance with German law.
- (2) If claims are asserted against us by a third party due to an infringement, the supplier shall be obliged to indemnify us from these claims upon first written request; we are not entitled to conclude any agreements with the third party, in particular to make a compromise, without the consent of the supplier.
- (3) The indemnification obligation of the supplier, which shall exist in the case of fault on the part of the supplier, refers to all expenses we necessarily incur from or in connection with the recourse by a third party.
- (4) The limitation period is ten years, calculated as of the conclusion of the contract.

§ 13 Cessation of ownership

- (1) We recognize no rights to reservation of title or other security rights, regardless of their form, content, effect and scope, and hereby expressly contradicts any such rights, as long as nothing else has been stipulated.
- (2) The assignment of claims against us is only effective with our written consent.

§ 14 Confidentiality and data protection

- (1) The supplier is obligated to keep strictly confidential all knowledge, information and business documents, unless such information is already in the public domain, has been lawfully obtained from a third party or has been independently developed by a third party; all Information shall, in addition, be exclusively used for the purposes of the business relationship. The confidentiality agreement also applies after termination of this contract; it does, however, expire once the knowledge, information and business documents have become public domain. Confidential information shall include, in particular, technical data, purchased quantities, prices and any corporate data.

Manolya Electronics GmbH & Co. KG

Purchase Terms

- (2) The supplier is obliged to use the personal data received within the scope of or in connection with our business relationship in compliance with the General Data Protection Regulation (GDPR). Furthermore, the Supplier agrees that we may process and use the Supplier's personal data received within the scope of or in connection with our business relationship in compliance with the General Data Protection Regulation (GDPR).

§ 15 Contact person and availability

- (1) The supplier is obligated to relay the following information to us immediately after the conclusion of a contract; the supplier is liable for any consequences to or cost incurred due to neglect of this duty, unless he is able to prove that he is not responsible for these consequences.
- a) The contact person has decision-making power and phone and fax numbers for the following departments:
 - Placing of orders and process status
 - Returns and claims with regard to defects
 - b) A detailed breakdown of how such as defect claims are to be validated (for example, obtaining a RMA number, etc.).

We emphasize to our suppliers that reserve the right to assert claims for defects. We expressly reject any relegation to claims as to our rights against the manufacturer or a third party.

§ 16 Final provisions

- (1) Solely the laws of Germany shall apply, without regard for the conflicts of law or the United Nations Convention on Contracts for the International Sale of Goods (CISG, UN agreement on purchasing rights).
- (2) If the supplier is a general merchant, our place of business shall be the place of jurisdiction; however, we reserve the right to file claims against the supplier at his place of business as well.
- (3) Unless otherwise stated in the order, the place of performance is our principal place of business.
- (4) The invalidity or unenforceability of any of the above provisions, whether in whole or in part, shall not affect the validity of the remaining provision(s) or contracts hereof.