

## Purchasing Terms and Conditions of NOFFZ ComputerTechnik GmbH

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### 1. Scope

- 1.1 The purchasing General Terms and Conditions (Purchasing Terms) of NOFFZ ComputerTechnik GmbH (hereinafter referred to as "NOFFZ") refer to any contractual relations with a contractor in connection with deliveries and services to NOFFZ and shall be deemed to be a contractual component. The purchasing conditions apply equally when they are effectively incorporated into a contract between a company affiliated with NOFFZ and a Contractor.
- 1.2 NOFFZ does not recognize any opposing conditions of contractual partners. Deviating or supplementary terms and conditions of a contractor will become an integral part only if NOFFZ has agreed to them in writing. This also applies if the contractual partner specifically refers to its terms, accepts NOFFZ goods or services unconditionally or does not expressly object to them.
- 1.3 Unless otherwise specified, the individually agreements or framework agreements shall apply as a matter of principle if they have been unanimously agreed to between the contracting parties.

### 2. Quotes and Conclusion of Contracts

- 2.1 The contractual content, prices, delivery times and conditions stated in quotes, orders, order confirmations or contracts are binding for the contractual partner. All prices shown are fixed prices for the entire contract period. The prices are stated including all taxes (particularly value-added tax, "VAT"), packaging, freight, carriage, insurance, incidental costs, and transport costs free delivery. No wage or material cost increases will be paid by NOFFZ for long-term orders. Diverging provisions shall apply only insofar as they have been expressly agreed to in writing.
- 2.2 For quotes from NOFFZ that don't contain a binding period, NOFFZ shall be bound by an agreement one week after the date of the quote. Crucial for timely acceptance is the receipt of the declaration of acceptance at NOFFZ.
- 2.3 NOFFZ shall be entitled to change the time and location of a delivery as well as the type of packaging at any time with written notification at least seven (7) calendar days prior to the agreed upon delivery date. The same condition shall apply to changes to product specifications as long as these can be implemented within the scope of the normal production process of the contractor without significant additional expenses, in which case the notification period according to the preceding sentence will be at 10

business days. NOFFZ will reimburse the contractor for the extra costs incurred by the modification, which are proven and reasonable. If such changes result in delays in delivery which cannot be avoided in the normal production and business operations of the contractor with reasonable efforts, the originally agreed upon delivery date will shift accordingly. The contractor shall notify NOFFZ in writing of the additional costs or delay in delivery anticipated by them in good time before the delivery date, but at least within seven (7) business days after receipt of our notification.

- 2.4 The contractor shall ensure that their goods and services comply with the current state of the art as well as the relevant provisions and recommendations of the relevant authorities and / or trade associations. To the extent that the purpose of use is known or must be known to the contractual partner, the contractual partner also ensures the appropriate usability of the goods or services.
- 2.5 NOFFZ shall be entitled to terminate a contract at any time by giving a written statement specifying the reason if NOFFZ can no longer use the ordered products in its business due to circumstances which have occurred after conclusion of the contract. In this case, we will reimburse the contractor for the partial service rendered by them.
- 2.6 Commissioning of third parties for the fulfillment of contractual obligations to the third party requires the written consent of NOFFZ.
- 2.7 The contractor is obligated to present changes to NOFFZ, which are deemed necessary or appropriate for the successful completion of a contract. After written approval by NOFFZ, these changes will be implemented by the contractor. If a change results in a cost increase or reduction and / or a missed deadline, the Contractor is obliged to refer to this at the same time as the amendment or immediately upon receipt of the amendment requirement and to submit a corresponding supplementary offer. In this case, the amendment shall only be deemed to be binding if a supplementary written agreement has been reached between the parties regarding the reimbursement of the additional costs or the consideration of the reduced costs as well as the due date.
- 2.8 The supplier pledges to treat the contract confidentially and can only use NOFFZ in commercial materials only after written consent from NOFFZ.

### **3. Delays for Deliveries and Services**

- 3.1 Agreed upon dates for the delivery of goods or the provision of services are binding for the contractual partner. If the contracting party recognizes that they cannot meet the agreed upon date, they must inform NOFFZ immediately of the reasons and, if possible, the duration of the anticipated delay. This notification does not restrict the obligation of the contracting party to timely performance.

- 3.2 In the event of a delay, NOFFZ shall be entitled to demand a lump-sum compensation amounting to 0.5% of the net contract value per business day of the delay, but not more than 10% in total. NOFFZ reserves the right to prove higher damages; as well as further legal action such as withdrawal and compensation instead of fulfillment. The contractual partner has the right to prove to NOFFZ that no or a substantially lower loss has arisen as a result of the delay.
- 3.3 In the unforeseen events in the form of labor disputes, unrest, governmental measures, or other unavoidable events with us or our customers, we are entitled to withdraw from a contract, in whole or in part, to the extent that they result in a significant reduction of our requirements.

#### **4. Transfer of Risk and Place of Performance**

- 4.1 Unless otherwise stipulated, the delivery is free at the expense and risk of the place of use and includes all ancillary costs. Unless stated otherwise in the order, the shipping address is:

NOFFZ ComputerTechnik GmbH  
Tempelsweg 24 A  
47918 Tönisvorst, Germany

Packaging components that are declared as special waste must be collected by the supplier after notification. The Supplier shall bear the risk until the acceptance of the goods by us or our authorized representative on site. In the case of delivery with assembly or installation, the transfer of risk takes place with written approval.

- 4.2 The Supplier shall compensate NOFFZ GmbH for all costs and damages caused by the delivery of defective goods. In the case of fault-related liability, this does not apply if the supplier proves that they are not at fault.
- 4.3 The place of performance is the delivery address of the goods or services.

#### **5. Payment Conditions**

Unless otherwise agreed upon, invoicing is made in duplicate to our accounting department at Tönisvorst, Germany. The settlement will be made within 30 days with deduction of 2% discount or within 60 days without deduction of a cash discount. The deadline begins when both the receipt of goods and the invoice has been made correctly. If prepaid payments are agreed upon, these are only payable on presentation of an indefinite bank guarantee from a German bank, without waiving the objection of imputability, contestability and prosecution (Sections 770, 771 of the German Civil Code). The costs of the bank guarantee shall be borne by the Contractor. The payment claim is due only upon presentation of the bank guarantee.

## 6. Confidentiality

All the documents we provide to the supplier, e.g. Samples, drawings, data, models or similar and all other information provided by us is strictly confidential and may not be made accessible to third parties. If this is necessary for the fulfillment of the contract, this may only be done with prior approval by NOFFZ. **These subcontractors** will then need to also sign a confidentiality agreement. The duty of confidentiality applies also after delivery or execution of the contract. It does not expire until the know-how contained in the documents has become generally known.

## 7. Provision

Parts supplied by NOFFZ, special packaging and other materials, Remain the entire property of NOFFZ GmbH. Materials of the provision may only be used in accordance with the agreements. Your processing will be done for us, so that we will be co-owner in the ratio of the value of the provisions to the total product, which are kept for us by the supplier.

## 8. Court of Jurisdiction

The court of jurisdiction is of our choice, Krefeld or the place of performance. The contract is subject to the laws of the Federal Republic of Germany.