

General Terms and Conditions of Purchase



§ 1 Applicability

1. These General Terms and Conditions of Purchase ("GTC") apply for all current and future purchasing activities of **FFT España Tecnologías de Automoción, S.A.** hereinafter referred to as "BUYER" on the one hand, and on the other hand its suppliers - hereinafter referred to as "SUPPLIER".
2. These GTC apply to the supply of all types of goods, equipment and materials ("Goods") and/or all types of services performed by the SUPPLIER ("Services").
3. Legal relationships between the SUPPLIER and BUYER are governed exclusively by these GTC. Any deviations, modifications or amendments are to be made in writing. Any general terms and conditions of the SUPPLIER, which are contradictory or supplementary to, or which deviate from these GTC will not apply unless they have been expressly agreed or accepted by the BUYER in writing. For the avoidance of doubt, the acceptance of delivery and/or payment by the BUYER does not constitute acceptance of the SUPPLIER's terms and conditions.

§ 2 Offers / Orders

1. Offers are to be prepared for the BUYER free of charge.
2. The SUPPLIER shall draw specific attention to any points in the offer which differ from those in the enquiry documents.
3. A purchase order for Goods and/or Services from the BUYER is an offer to the SUPPLIER to purchase the Goods and/or Services on these GTC. The first occurring expression of acceptance of the order by SUPPLIER, including SUPPLIER's (i) written acceptance, (ii) commencement of work on the Goods subject to the order, (iii) shipment of the Goods, (iv) commencement of performance of all or any portion of the Services subject to the order, shall constitute an acceptance of BUYER's offer.
4. Should the SUPPLIER fail to confirm a purchase order within a period of two weeks of receipt, and also fails to begin to fulfil the contract within the same period of time, the BUYER is entitled to cancel the purchase order without being liable to the SUPPLIER for any damages whatsoever.

§ 3 Scope of performance / Modifications / Spare parts

1. The content and scope of performance shall result from the order and the other applicable documents specified in the order, as well as these GTC. Ideas, drafts, models, samples and other work results arising at the SUPPLIER in the course of providing the Goods and/or Services are part of the contractual performance.
2. The SUPPLIER will check any specifications, work descriptions and any other information made available by the BUYER for the delivery of Goods and/or performance of Services, and any items, parts or other materials made available to the SUPPLIER for the delivery of Goods and/or performance of Services, in order to check their suitability for the purpose intended by the BUYER and its customer. If it becomes apparent during this examination that modifications or corrections are necessary or useful regarding the items provided or the object of the contract, the SUPPLIER must inform the BUYER thereof without undue delay. The BUYER will then inform the SUPPLIER in writing whether, and if so, which modifications the SUPPLIER must make. If the SUPPLIER is of the opinion that such modifications might lead to a different price than that already agreed for the object of the contract, or that agreed deadlines cannot be met, then the SUPPLIER must inform the BUYER without undue delay. Appropriate arrangements must be made by mutual agreement regarding the effects, in particular with regard to additional or reduced costs and agreed dates. If no agreement has been reached within a reasonable period of time, the BUYER is entitled to decide at its reasonable discretion.
3. The SUPPLIER will ensure that it has timely knowledge of all important data and circumstances necessary to fulfil its contractual obligations. The SUPPLIER may only claim that required documents are missing if it has requested these in writing in a timely manner and has failed to receive them within a reasonable period. The SUPPLIER warrants that its deliveries comprise all the services necessary for proper and safe usage, that they are suitable for their intended use, and in line with current scientific and technical standards.
4. The SUPPLIER complies with all relevant standards, laws and regulations under applicable law relating to the Goods and/or the Services, in particular the relevant regulations on safety, environmental protection, hazardous substances, hazardous goods and accident prevention as well as the generally acknowledged safety regulations and the corresponding specifications of the BUYER and its customer.
5. The BUYER is entitled to demand from the SUPPLIER modifications at any time before acceptance, particularly regarding design and construction. The SUPPLIER is obliged to make the modifications without undue delay on the basis of the existing contractual terms and conditions. If the SUPPLIER is of the opinion that such modifications could lead to a different price than that already agreed, or that agreed deadlines cannot be met, then the SUPPLIER must inform the BUYER without undue delay. Appropriate arrangements must be made by mutual agreement regarding the effects, particularly with regard to additional or reduced costs and agreed dates. If no agreement has been reached within a reasonable period of time, the BUYER is entitled to decide at its reasonable discretion.
6. The SUPPLIER warrants for a period of 10 years commencing after delivery of the Goods, that it will be able to supply the BUYER with additional Goods or parts thereof as spare parts unless, on account of technological progress, a compatible or adequate part can be supplied.

§ 4 Software

1. If SUPPLIER is obligated to deliver software, then SUPPLIER grants BUYER a non-exclusive, transferable license unlimited in time and place. The license fee is also deemed as paid and settled with the agreed remuneration.

2. If a third party is owner of the proprietary rights and copyrights in the software, then SUPPLIER shall ensure that BUYER is granted a license in the same scope as set out in § 4 sec. 1.
3. BUYER is moreover entitled to replicate, process or decompile the software if this is necessary to create interoperability of the software with other programs or to remedy errors in the software.

§ 5 Dates / Delay / Damage caused by delay

1. Agreed dates and delivery times are binding. The receipt of the defect-free delivery of Goods and/or Services at the place of performance or the successful acceptance or other performance review, if such is agreed or provided for by law, shall be decisive for compliance with agreed deadlines and dates.
2. The SUPPLIER is obliged to notify the BUYER immediately in writing of any discernible delay in its performance, a foreseeable possible delay in his performance or recognizable or foreseeable possible problems with the delivery in the agreed quality. The SUPPLIER may only defend itself using delays not caused by it if it has complied with its obligation to notify the BUYER.
3. Notification of delays by the SUPPLIER and any related adjustment of the agreed delivery dates will by no means exempt the SUPPLIER from any consequences arising from such delays, unless, when extending the delivery date, the BUYER issues a written statement expressly waiving the matter of the consequences of the delay. Hence, despite the extension of the delivery dates following notification of delays by the SUPPLIER, the BUYER still remains entitled to all of its claims pursuant to the contract which result from, or are connected with the SUPPLIER's delay.
4. In the event of default on the part of the SUPPLIER, the BUYER is entitled to claim liquidated damages from the SUPPLIER without setting a further grace period. This amounts to 0.5% of the total order value for each commenced week of delay, up to a maximum of 10% of the total order value. The SUPPLIER is entitled to prove that a lower loss has been incurred. The liquidated damages shall be set off against any actual and asserted damage caused by default. The right to demand payment of liquidated damages is not forfeited by unconditional acceptance of the delayed delivery. The BUYER may claim liquidated damages until the contractual objects have been paid in full. The assertion of additional claims by the BUYER remains unaffected.

§ 6 Force Majeure

1. In the event of force majeure, in particular labour disputes, civil unrest, official measures and other unforeseeable, unavoidable and serious events, the contract parties are to be temporarily relieved from their obligations for the duration of the disruption. The parties are obliged to provide the necessary information without undue delay, insofar as reasonably possible, and to adapt their obligations to the changed circumstances in good faith.
2. In the event that the performance obligations are suspended for a period of more than two weeks due to force majeure, the BUYER is entitled to terminate the contractual relationship with immediate effect. In this case, the SUPPLIER is entitled to request reimbursement of any expenditure it can prove to have incurred up to the suspension of contractual obligations, being at that time confident of the validity of the contractual relationship.

§ 7 Prices / Delivery and payment conditions / Assignment of claims / Set-off / Right of retention

1. The agreed prices are flat-rate fixed prices. If hourly rates are included in the quotation, they only serve for the purpose of cost transparency. Anything to the contrary shall only apply if it has been expressly agreed in writing, that invoicing shall be based exclusively on units on the basis of negotiated hourly rates.
2. The prices are inclusive of all expenses of the SUPPLIER, e.g. cost of materials, use of equipment, travel expenses, transport, insurance, packaging, customs duties, taxes, fees etc.
3. If a payment schedule has been agreed, payments shall be made after receipt of the respective partial invoice in accordance with the dates and partial amounts agreed in the payment schedule. Prior to acceptance of the Goods and/or Services by the BUYER, all payments shall be made as partial advance payments without recognition of the previous performance as completion.
4. The SUPPLIER shall issue invoices to the BUYER in triplicate, clearly stating the purchase order number, the purchase codes and numbers of each individual item. Further, the invoice must include all the details entitling the deduction of input tax, in particular tax number or VAT ID number, and any other information that must be included in a SUPPLIER's invoice pursuant to the relevant statutory provisions of the governing law. Should the invoice fail to include the above-mentioned data, then the BUYER is not obliged to pay the VAT shown. Should the BUYER be unable to deduct input tax due to an invoice's having not been issued in due form, then VAT paid by the BUYER is to be refunded by the SUPPLIER.
5. Payment shall be made within 14 working days with a 3% discount or within 60 calendar days net, by means of payment at the discretion of the BUYER. Payment deadlines will begin with the latest of the following options: (a.) delivery of Goods or acceptance of the Service, (b.) receipt of invoice, or (c.) the delivery date as stated in the purchase order.
6. Delivery shall be effected on the terms "Delivery Duty Paid" ("DDP") (as per Incoterms 2020), unless otherwise agreed in the order.
7. The SUPPLIER is not entitled to assign its claims to a third party or have them collected by a third party. If the SUPPLIER assigns its claims against the BUYER to a third party without the consent of the BUYER contrary to the first sentence, then the assignment will still be effective. However, the BUYER may choose for itself whether to effect payment, with the effect of a full discharge of the obligation, to the SUPPLIER or to the third party.

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8. Payments by the BUYER will be deemed to have been effected as soon as they are instructed to be paid by the BUYER.
9. The BUYER is entitled to set-off payments; this shall also apply to any amounts owed to its affiliated company by the SUPPLIER, and likewise to any amounts owed to the SUPPLIER by an affiliated company.
10. In the event of defective Goods, the BUYER is entitled to withhold payment pro rata until delivery has been correctly completed.

§ 8 Provided Materials / Tools / Release requests

1. Any drafts, samples, production resources, models, data carriers, prototypes, diagrams, drawings, documents, materials, equipment, components, parts, containers, packaging, tools, measuring instruments, fixtures, samples or other objects provided, even on a lending basis, to the SUPPLIER by the BUYER (hereinafter referred to as "Provided Materials"), which, according to the terms of the contract, are located at the SUPPLIER's premises, are not the property of the SUPPLIER, but will remain the property of the BUYER, unless something to the contrary has been expressly agreed.
2. Provided Materials are to be examined and checked by the SUPPLIER immediately; any complaints must be submitted to the BUYER in writing without undue delay. The SUPPLIER may use the Provided Materials for the production of Goods or performance of Services for the BUYER only, and must not use them, nor allow others to use them, for any other purpose without the prior written consent of the BUYER.
3. Provided Materials must be clearly marked as being the property of the BUYER, and, with the due care and diligence of a prudent business person, kept in a safe place, separate from other items, and at no charge to the BUYER. The SUPPLIER is to handle the Provided Materials in a careful and proper manner, keep them in good condition at its own expense, replace them if necessary, and indemnify the BUYER for any claims, costs, or damage resulting from or in conjunction with the mounting, usage, storage or repair of the Provided Materials. The SUPPLIER bears all risks for the Provided Materials as long as they are in its custody or under its control. The SUPPLIER is obliged, at its own expense, to insure the Provided Materials against all insurable risks (all risk insurance) in the amount of the replacement value. The SUPPLIER hereby, in advance, assigns to the BUYER its claims against the insurer. The BUYER hereby accepts this assignment.
4. The BUYER, or a third party appointed by the BUYER, is entitled at any time during normal business hours to enter the business premises of the SUPPLIER and to inspect the Provided Materials and records relating to these.
5. The BUYER is entitled, without the need to give any specific reason for doing so, to remove the Provided Materials or to demand their surrender at any time. If the BUYER makes such a request, the SUPPLIER must immediately surrender the Provided Materials, prepare them for dispatch or deliver them to the BUYER against payment of the appropriate transportation costs. The SUPPLIER has no right of retention in or liens on the Provided Materials.

6. § 9 Subcontracting

Subcontracting to third parties is only permitted with the written consent of the BUYER. If the SUPPLIER violates this obligation, the BUYER is entitled to terminate the contract with immediate effect.

§ 10 Inspection of incoming goods / acceptance / transfer of risk / transfer of title / retention of title

1. The SUPPLIER shall apply the customary care and attention to ensure that the delivered Goods are free of defects. For this reason, the BUYER limits its inspection of incoming goods to identity and quantity (comparison of the delivery note with packaging details) and external condition (in particular obvious transport damage). For incoming Goods for which no defect of any type can be detected in this way, the BUYER shall retain the right to notify defects until such time as the processing of the delivered Goods has been completed in the course of the BUYER's regular business operations. Insofar, the SUPPLIER shall waive any right to object to the later notification of defects the BUYER might have.
2. Insofar as the underlying law or contractual agreements call for acceptance of the delivered Goods, the delivered Goods will be deemed to have been accepted upon receipt of the written acceptance certificate. If, following receipt of written notification from the SUPPLIER to the effect that the Goods and/or Services are ready for approval, the BUYER should fail to fulfil its duty to attend the inspection, then the Goods and/or Services will be considered to have been accepted four (4) weeks after initial operation and notification of readiness for approval, provided that during this period no defects which would impede acceptance have been claimed for by the BUYER.
3. Should the Goods and Services of the SUPPLIER form an integral part of the overall performance required of the BUYER by its customer, then, without there being any call for an express statement, acceptance of the SUPPLIER's performance will not be deemed complete until BUYER's customer has granted final acceptance of BUYER's overall performance. Under no circumstances do payments constitute acceptance of the delivered Goods or Services.
4. Unless, on an individual contract basis, an alternative arrangement has been made in writing, then, insofar as the aforesaid provision calls for acceptance, all risks are transferred upon acceptance of the Goods and/or Services, or otherwise when delivery of the Goods or performance of the Services has been made in full.
5. Insofar as the Goods are to be produced by the SUPPLIER itself, the BUYER will assume ownership from the time they come into existence, or failing this upon delivery to the BUYER.

§ 11 Non-disclosure

1. SUPPLIER commits to keep strictly secret all not publicly known commercial and technical details that become known to SUPPLIER through the business relationship and to safeguard them against unauthorized insight, loss or use. This applies in particular to any information provided by the BUYER (jointly referred to in the following as "Information"). Information must not be made available to, or handed over to, unauthorised third parties without the BUYER's written approval. This does not apply to Information which (a) is or becomes generally known, without any breach of this obligation, (b) is made known to the SUPPLIER by a third party, without breach of any relevant obligation, or (c) the SUPPLIER can prove either to have possessed before this obligation came into effect, or to have developed independently subsequent to its coming into effect.
2. The copying or reproduction of such Information is admissible only within the framework of business requirements and copyright regulations. Upon completion of the work and in compliance with the non-disclosure provision, any and all Information that has been given to the SUPPLIER is to be returned unbidden to the BUYER, or, if the BUYER agrees, safely destroyed. The SUPPLIER will not retain or keep any copies, duplicates, etc. unless legally required to keep records. Subject to any further rights, the BUYER is entitled to demand their immediate surrender, should the SUPPLIER be in breach of duty.
3. Employees and sub-suppliers are to be bound by similar non-disclosure obligations.
4. Unless other terms have been agreed upon in the purchase order, this non-disclosure obligation is to remain in force for a period of five (5) years after delivery and/or performance.
4. The SUPPLIER is not entitled to use these business relations for advertising purposes without the written consent of the BUYER.

§ 12 Warranties, Liability for defects

1. The SUPPLIER represents and warrants that its Goods and Services are
 - a) in accordance with the contractually agreed specifications and other information or instruction specified in the order and in any other information or instruction notified by the BUYER;
 - b) free from any defects in design, workmanship, manufacturing and material;
 - c) at the time of approval, in line with the latest scientific and technical standards;
 - d) in accordance with all legal, official and industrial standards and requirements relevant at the time of approval, in particular any provisions appertaining to safety, environmental protection, buildings, hazardous substances and materials, and accident prevention, as well as any quality assurance specifications of the BUYER and its customer;
 - e) suitable for the contractually agreed purpose or for the purpose evident to the SUPPLIER.
2. Should the Goods and/or Services fail to comply with the requirements mentioned above, the BUYER can, at its discretion, request the SUPPLIER to remedy the defects or replace the defective Goods at its own risk. If the SUPPLIER fails to fulfill this obligation within an appropriate grace period, refuses to remedy or replace, or if special circumstances demand immediate action, then BUYER is entitled to repair the defects or replace the defective Goods itself or have them repaired or replaced by a third party at the cost of SUPPLIER – after informing SUPPLIER.
3. In addition, the SUPPLIER shall reimburse the BUYER for any expense incurred in connection with the rectification or replacement of defects (including transport, handling, installation / dismantling, material and labour costs).
4. The warranty period for Goods and Services is 36 months valid from the date of delivery or BUYER's final acceptance, if such final acceptance is required by contract or law. Should the Goods and/or Services form part of an overall performance to be provided by the BUYER to its customer, then the warranty period is 36 months from the date of final acceptance by the BUYER's customer of the overall performance; however, this will not exceed a period of 48 months from date of delivery to the BUYER.
5. Should any defect occur within the first 12 months following the start of the warranty period, it will be assumed that the defect already existed on the date of transfer of risk or acceptance, unless evidence is furnished by the SUPPLIER of the defect's being attributable to fault or negligence on the part of the BUYER.
5. Any further legal or contractual claims remain unaffected.

§ 13 Other liability / Insurance

1. The SUPPLIER is liable for any claims arising from the infringement of granted and registered industrial property rights during usage of the Goods and Services in accordance with the terms of the contract. The SUPPLIER will indemnify and hold harmless the BUYER and its customers from any claims arising from the infringement of any such industrial property rights. This does not apply in cases where the SUPPLIER is working according to drawings, models, data etc. provided by the BUYER, and does not know, or, in connection with the Services it is providing, does not need to know that industrial property rights are being infringed as a result. In the event of infringement, the BUYER is entitled, at the SUPPLIER's expense, to obtain from the owner of such industrial property rights the necessary authorisation to deliver, commission, use, resell, etc. the Goods and Services. This will in no way prejudice any further claims for damage the BUYER might have.
2. The SUPPLIER will indemnify and hold harmless the BUYER from any third party claims arising from product liability, if and insofar as it is responsible for the damage which has occurred, and will reimburse the BUYER for any expenses incurred by or in connection with any recall action or service measures undertaken by the BUYER or one of its customers. The BUYER will - as far as possible and

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reasonable - inform the SUPPLIER of the contents and extent of any recall or service action, and give the SUPPLIER the opportunity to comment.

3. If the Goods provided or Services performed by the SUPPLIER include any work on the business premises of the BUYER or one of its customers, the SUPPLIER will implement any and all precautionary measures necessary to prevent injury to persons or damage to property. The SUPPLIER will indemnify and hold harmless the BUYER from any damage, costs and expenditure occasioned by work carried out by the SUPPLIER on the business premises, unless the damage etc. was caused through no fault of the SUPPLIER. The SUPPLIER warrants that for all personnel working in the business premises of the BUYER or the customer, as the case may be, the SUPPLIER has paid and is paying all of the contributions to the social security and the taxes to the tax authorities in relation to the income tax of the personnel, giving evidence with the pertinent certificates of the competent authorities.
4. The SUPPLIER is liable to the same degree for any negligent conduct of its representatives or sub-suppliers as it is for its own.
5. The SUPPLIER undertakes, in particular with regard to personal injury, damage to property and financial loss, to take out and maintain insurance coverage that is adequate and customary in terms of both purpose and amount covered. At BUYER's request, the SUPPLIER shall submit the appropriate confirmations of insurance to the BUYER. The SUPPLIER hereby and in advance transfers to the BUYER title to any insurance benefits arising in connection with the Goods and Services, and the BUYER accepts this transfer of title. The fact of insurance having been taken out and title to insurance benefits transferred does not in any way limit the liability of the SUPPLIER.
6. Any further legal or contractual claims remain unaffected.

§ 14 Title to work results / Industrial property rights, Know-How, Intellectual property rights

1. The BUYER shall receive an exclusive, unlimited, sub-licensable and irrevocable right of exploitation on the work results in their entirety; this right being transferable and settled in full through payment of the total amount. Furthermore, the following conditions apply with regard to the industrial property rights included in the work results.
2. In these GTC, "industrial property rights" are rights to, under or over patents, patent applications and legal applications by inventors, registered designs, inventions, and any other registrable rights, including the applications and requests for their application.
3. The SUPPLIER undertakes to exercise due care and attention, including patent searches, to achieve work results which do not infringe on the rights of third parties. Should the use of third parties' rights not at the disposal of the SUPPLIER become unavoidable or advisable, the SUPPLIER shall inform the BUYER without undue delay, submitting the appropriate documents and reasons at the same time. The Parties will consult together to determine how to progress with contractual work until such time as the BUYER gives its opinion on the possibility of utilising the rights of third parties.
4. Should the work results contain industrial property rights resulting from work performed by the SUPPLIER prior to or during execution of the order, but which can be proved to have resulted independently of the contractual work ("background industrial property rights"), the BUYER shall receive a transferable, sub-licensable, non-exclusive, irrevocable licence for these property rights, settled in full through payment of the total amount. The licence is limited to the utilisation of the background industrial property rights within the context of the utilisation of the work results or essential parts thereof. The same applies to background know-how.
5. Should the SUPPLIER intend to utilise background industrial property rights in the work results, then it is obliged to notify the BUYER accordingly in writing beforehand, so as to obtain from the BUYER permission to make use of these industrial property rights. The Parties will consult together to determine how to progress with contractual work until such time as the BUYER gives its opinion.
6. The BUYER has the right of first refusal with regard to the acquisition of any industrial property rights created by the SUPPLIER and/or its staff, alone or in cooperation with staff of the BUYER, when working on the order ("priority industrial property rights"). To ensure that the BUYER has the opportunity to exercise its right of first refusal, the SUPPLIER will offer the BUYER any and all industrial property rights registered in connection with the work results, or otherwise brought to its knowledge, in writing, within two (2) months of registration or knowledge thereof at the very latest. Any charge for these will be deemed to have been settled with payment of the total amount. The BUYER is entitled to transfer the right of first refusal for the acquisition of industrial property rights to an associated company. Should the BUYER have no interest in acquiring exclusive industrial property rights in its own name, the BUYER and SUPPLIER will come to an agreement on the acquisition of joint industrial property rights, sharing the cost. The BUYER is entitled to name an associated company to be entered in its stead in the application for industrial property protection. Unless otherwise agreed, the BUYER has, in the event of a joint application for industrial property protection, the irrevocable, transferable, sub-licensable, unlimited, non-exclusive right of use of the industrial property right in its entirety. Any charge for these will be deemed to have been settled with payment of the total amount. Should the BUYER also have no interest in acquiring joint industrial property rights, the SUPPLIER can acquire industrial property rights at its own discretion, in its own name and at its own expense, although the BUYER is still entitled to the irrevocable, transferable, sub-licensable, unlimited, non-exclusive right to make use of these industrial property rights free of charge. Any charge for these will be deemed to have been settled with payment of the total amount.

7. Whichever Party is not involved in acquiring the industrial property rights agrees to support and submit at its own expense any statements necessary to the acquisition and defence of the industrial property right.
8. Should the work results of the SUPPLIER or its employees include a design suitable for registration as a design patent, the SUPPLIER will, at the time it is produced, transfer any title to rights over the design to the BUYER. The BUYER is entitled to effect official registration of the design at its own discretion. Any charge for these will be deemed to have been settled with payment of the total amount.
9. Insofar as any services or work of the SUPPLIER are entirely or partially protected by copyright, the SUPPLIER herewith grants the BUYER the exclusive, irrevocable, sub-licensable, transferable right, unlimited in terms of time, place and content, to use these work results free of charge and in any way it wishes, in particular to duplicate, propagate, display, modify and adapt them. Any charge for this will be deemed to have been settled with payment of the total amount.
10. Subject to any other legal requirements, the SUPPLIER bears sole responsibility for the payment of its own employees.
11. In the event of work being delegated to sub-suppliers, the SUPPLIER is responsible for ensuring that the BUYER still has analogously similar rights.

§ 15 Termination of Contract

Termination without Cause

1. The BUYER may terminate the contract at any time without notice, and without giving reasons; such termination may refer to the contract in its entirety, or to a part thereof. Any such termination must be submitted in writing.
2. In the event of ordinary termination, the BUYER will pay the proportion of the complete remuneration that will cover all services that can be proved to have been provided by the SUPPLIER up to the date on which the termination comes into force. However, in the event of a partial termination, payment will not be due before the agreed date of payment for the services performed.
3. Over and above the provisions in § 15.2, the BUYER will, in the event of entire or partial termination, reimburse the SUPPLIER with any costs which can be proved to have been incurred by the latter with a view to and for the direct purpose of executing the terminated part of the order with due commercial care and attention, and which, within the bounds of possibility and reasonableness, could not be avoided.
4. In the event of ordinary termination, no further claims on the part of the SUPPLIER, for any legal reason whatsoever, will be deemed to exist. In any event, the maximum remuneration to be paid by the BUYER as per § 15 will not exceed the sum total of the order.
5. If, in the event of ordinary termination, a contract is arranged between the BUYER or one of its associates and the SUPPLIER, and the SUPPLIER's capacities thus released could be used to this end, then the payments as per § 15.3 should be taken into consideration, if at all possible.

Termination for Good Cause

6. The Parties may terminate the contract for good cause at any time without notice (extraordinary termination). Good cause shall in particular be deemed to exist if, in the event of the breach of any contractual obligation incumbent upon the SUPPLIER, the SUPPLIER should fail to remedy the breach in full within a reasonable period of time set by the BUYER. Good cause shall also be deemed to exist in the event of insolvency proceedings being instituted on the SUPPLIER's assets, or in the event of a substantial deterioration in the financial circumstances of the SUPPLIER, or threat thereof, as a result of which the fulfilment of contractual obligations, in particular obligations to deliver, might be jeopardised.
7. In the event of extraordinary termination for reasons attributable to the SUPPLIER, the BUYER shall reimburse the SUPPLIER only for zero-defect Goods and Services which can be proved to have been provided prior to the termination date, whereby the actual value of the Goods and Services provided will be in proportion to the value of the sum of all Goods and Services owed. No further claims on the part of the SUPPLIER, for any legal reason whatsoever, will be deemed to exist. In any event, the maximum remuneration to be paid by the BUYER as per § 15 will not exceed the sum total of the order.
8. The BUYER reserves the right to assert further claims in the event of extraordinary termination by the SUPPLIER.

Withdrawal

9. Should the BUYER decide to exercise the right to withdraw from the contract, notice of withdrawal must be made in writing.
10. In such a case, the BUYER is entitled to pay compensation instead of returning or surrendering Goods and Services previously received. The amount of compensation will be in line with the value of the Goods and Services provided at the time at which notice of withdrawal is issued.

§ 16 Inspection

1. The SUPPLIER grants the BUYER access to its business premises during normal business hours after notification, to enable the BUYER to inspect any documents in connection with an order, so that the BUYER can check the correctness of the SUPPLIER's performance and the accuracy of each invoice line item.
2. These documents shall remain available for such inspection for a period of five (5) years after termination of the contract.
3. Should the SUPPLIER employ sub-suppliers, the SUPPLIER will ensure that they grant the BUYER corresponding rights.

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§ 17 Compliance

1. SUPPLIER is obliged to be fully aware of FFT's Sustainability Guideline for Suppliers and Business Partners ("FFT Sustainability Guideline") which is available on FFT's website (www.fft.de). By accepting the order, the SUPPLIER acknowledges to have taken note of and to know the content of the FFT Sustainability Guideline and to respect all of the rules and policies.
2. SUPPLIER understands that adherence to the FFT Sustainability Guideline is essential for any business relationship with FFT. Consequently, SUPPLIER agrees to inform FFT immediately in the event of a breach of the principles of FFT's Sustainability Guideline. SUPPLIER shall immediately remedy any violation notified by him or detected by FFT. If this fails within a reasonable time, then FFT shall be entitled to extraordinarily terminate any agreement for good cause.
3. In addition, SUPPLIER shall indemnify FFT and hold FFT harmless with respect to any liability arising from the violation of FFT's Sustainability Guideline by SUPPLIER or any of its sub-suppliers with respect to the goods or services used in the supply chain.

§ 18 Compliance with national statutory minimum wage

The SUPPLIER guarantees that its employees are continuously and promptly remunerated at a level not less than the respectively applicable national statutory minimum wage. The SUPPLIER shall also impose appropriate obligations on any sub-suppliers and employment agencies with whom the SUPPLIER maintains contractual relations.

§ 19 REACH/ Export control/ Conflict minerals

1. Should regulation (EC) No. 1907/2006 of 18th December 2006 ("EC 1907/2006") be applicable to delivered Goods or Services, then the SUPPLIER guarantees that such Goods or Services comply with the requirements of EC 1907/2006 and all national regulations passed in the implementation of EC 1907/2006 (hereinafter "REACH"). The SUPPLIER guarantees that all REACH-related obligations will be satisfied, including (pre-)registration, the provision of safety data sheets in accordance with REACH standards and IMDS data sheets. Should any Goods or Services provided fail to comply with REACH, the BUYER reserves the right to withdraw from or terminate framework agreements or individual orders. The SUPPLIER undertakes to inform the BUYER without undue delay of any changes which would adversely affect compliance with REACH. The SUPPLIER will indemnify and hold harmless the BUYER from any claims arising from the failure to comply with REACH requirements. Non-compliance with REACH requirements and obligations constitutes a defect that will entitle the BUYER to avail itself of its warranty rights.
2. The SUPPLIER shall inform the BUYER of any permits and reporting obligations required by the authorities for the import and operation of the Goods and Services. SUPPLIER is especially obligated to comply with the export control regulations in effect at the point in time delivery is made. Without being separately requested to do so, SUPPLIER must notify any export control designation of the Goods/Services or parts thereof according to applicable law at the point in time of delivery, especially under the relevant EU and US regulations, to BUYER in writing no later than with the delivery. The relevant export control list and list position are to be designated for every contractual item - or part thereof - subject to export controls. Where Goods and Services to be delivered to the BUYER involve technologies in terms of technical knowledge, which are subject to US (re-)export regulations (EAE, ITAR), the European Dual Use regulation or to the German Export Control List, SUPPLIER shall be obliged to inform the BUYER within his offer in writing about this circumstance.
3. SUPPLIER shall be obliged to provide at its own expense the required declarations and information under Regulation (EC) No. 1207 / 2001, allow checks to be performed by customs officials and furnish the requisite official letters of confirmation.
4. The SUPPLIER warrants that the delivered Goods contain no conflict raw materials.

The Bonn International Centre for Conversion, which was founded in 1994, defines conflict raw materials as follows:

"Conflict resources are natural resources whose systematic exploitation and trade in a context of conflict contribute to, benefit from or result in the commission of serious violations of human rights, violations of international humanitarian law or violations amounting to crimes under international law".

The SUPPLIER shall also ensure that the supplied Goods do not contain any "conflict minerals" as defined in Title 15, Section 1502 of the U.S. Dodd-Frank Act e.g. columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (wolfram or other derivatives) from the Democratic Republic of Congo or one of their neighbouring countries (Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia) - the so-called DRC Region. SUPPLIER has implemented reasonable measures to meet those requirements.

§ 20 Data protection

1. The SUPPLIER is responsible for compliance with all data protection regulations, especially when processing personal data.
2. If the SUPPLIER processes personal data during the provision of the works or service, it undertakes to conclude an agreement for data processing in the order with BUYER on the basis of the respective FFT standard agreement which can be provided by FFT on request. The SUPPLIER has to ensure that any other necessary agreements for processing personal data are also concluded by its sub-suppliers. It may be necessary in individual cases that these agreements must be concluded directly between BUYER and the sub-suppliers.

§ 21 Rights to FFT Data

1. "Data" for the purpose of these GTC refers to characters (e.g. numbers, letters or other symbols) or patterns of characters, which are stored electronically, magnetically or in an otherwise not immediately perceptible way, or that are transferred or documented in any other form (e.g. paper).
2. "FFT Data" for the purpose of these GTC refers to Data that
 - a) a company of FFT Group provides the SUPPLIER with, either by itself or via a commissioned third party,
 - b) the SUPPLIER creates upon order of BUYER,
 - c) the SUPPLIER creates without order in connection with the contractual performance, but stores on data carriers that are perceptibly owned or possessed by FFT Group at the time of their storage.
 - d) result from a processing of Data in the sense of § 21 sec. 2 a) to c) in connection with the contractual performance, or
 - e) the SUPPLIER creates or obtains by any action according to § 21 sec. 5 b) to d).

For the purpose of these GTC, providing Data is equivalent to providing access to Data, creating Data is equivalent to collecting Data.

3. In relation to the SUPPLIER and subject to data privacy law and other mandatory legal provisions, companies of FFT Group are entitled to use FFT Data at their own discretion and without restrictions in terms of time, place or content, especially to reproduce it, process it, provide it to third parties or exploit it.
4. The SUPPLIER is entitled to
 - a) use FFT Data pursuant to § 21 sec. 2 a) to d), as far as it is necessary for the contractual performance,
 - b) provide FFT Data pursuant to § 21 sec. 2 a) to d) to sub-suppliers, as far as it is necessary for the contractual performance and provided that the sub-suppliers were contractually bound in a way equivalent to these GTC prior to the transfer,
 - c) provide FFT Data to third parties, as far as it is necessary pursuant to judicial, administrative or mandatory rules or orders, always provided that the extend of the disclosure shall be kept as limited as possible and the SUPPLIER shall notify the BUYER in writing of a required disclosure prior to such disclosure, unless such notice could not reasonably be given,
 - d) provide FFT Data to public authorities or, in case of a lawsuit with the BUYER to courts, as far as it is necessary for the enforcement of its rights or for the defense against claims,
 - e) provide FFT Data to its consultants that are professionally bound to discretion (e.g. lawyers, auditors and/or accountants), as far as it is necessary for the performance of the consultancy services of such consultants and as far as the SUPPLIER ensures that such consultant does not provide FFT Data to third parties or exploits it in any other way.The SUPPLIER's rights regarding Data, which the SUPPLIER itself provides in the course of the contractual performance and which is not considered FFT Data, remain unaffected.
5. Unless authorized under § 21 sec. 4, by statutory provisions or by explicit consent of the BUYER, the SUPPLIER is not allowed to
 - a) provide FFT Data to third parties without BUYER's order,
 - b) obtain or to reproduce FFT Data without BUYER's order, especially by means of functions listed in § 22 sec.4,
 - c) create Data without order of the BUYER in connection with the contractual performance, if it concerns items (e.g. machinery), that are perceptibly owned or possessed by FFT Group at the time of their creation.
6. If the SUPPLIER violates an obligation under § 21 sec. 5, the BUYER notwithstanding other contractual and statutory rights (especially injunction, rectification and compensation) has a right to be informed of existing Data and their use.
7. Upon BUYER's request, the SUPPLIER shall hand over to BUYER all FFT Data completely and free of charge, or – if this is neither possible nor reasonable for the SUPPLIER – to give BUYER access to the data carriers, on which such FFT Data is stored.
8. Immediately after the end of the contract, the SUPPLIER shall destroy any and all FFT Data in a way that renders a reconstruction of the FFT Data impossible. Upon BUYER's request, the SUPPLIER shall confirm to BUYER without undue delay and in writing the successful destruction. Prior to any destruction, the SUPPLIER shall inform BUYER about the envisioned destruction. If FFT doesn't object to the destruction within one month after the SUPPLIER's notification, the SUPPLIER shall carry out the destruction. The obligations according to sentence 1 do not apply, insofar and to the extent that FFT Data are subject to a legal obligation to preserve records.
9. The SUPPLIER is not entitled to a right of retention against BUYER's claims for destruction or handing over of FFT Data.
10. This § 21 shall not restrict or suspend in any way in particular
 - a) property or possession rights,
 - b) intellectual property rights of FFT, especially rights under copyright law, as well as assigned or granted rights of use and permissions,
 - c) legal provisions and agreements establishing non-disclosure obligations or exploitation restraints for the SUPPLIER,
 - d) legal provisions and rights with regard to personal Data (data privacy laws).
11. The terms set out in this § 21 shall also apply after the expiry or termination of a contract.

§ 22 Information security

1. FFT Data shall be treated as industrial and commercial secrets of FFT Group. The SUPPLIER is obligated to ensure that FFT Data and own Data necessary for the contractual performance is protected by appropriate measures according to customary industry standards against unauthorized access, alteration, destruction and other misuse ("Information Security"). The Contactor shall in particular strictly treat and keep FFT Data separated from Data of other customers and in

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- addition establish appropriate protective measures to prevent access of FFT Data by other customers. Insofar as the storage of FFT Data is part of the contractual performance, the SUPPLIER takes any and all necessary precautions currently state of the art in order to be able to restore the FFT Data legally admissible and without loss at any time.
2. Depending on the protection requirements of the respective FFT Data or the importance of the SUPPLIER's Service for FFT Group's business operations, the BUYER may request a particular amount of protective measures as well as proof of an appropriate level of Information Security within the SUPPLIER's business of a kind specified by BUYER, especially by submission of appropriate certificates (e.g. ISO/IEC 27001 "Information Technology – IT security procedures – Information Security Management Systems-Requirements") or by attestation according to the VDA-model "TISAX" (Trusted Information Security Assessment Exchange).
 3. The SUPPLIER shall ensure that no potentially harmful software (e.g. viruses, worms or Trojans) is deployed during the contractual performance, e.g. via drivers or firmware included in the delivery. The SUPPLIER shall inspect this by appropriate means and, at BUYER's request, confirm in writing that it has found no indications of harmful software during such inspections.
 4. The SUPPLIER ensures that the software deployed within the scope of the contractual performance does not contain any functions that jeopardize the integrity, confidentiality or accessibility of the contractually agreed services, other hard- and/or software or Data, e.g. by way of functions
 - a) for unwanted extraction or removal of Data,
 - b) for unwanted alteration/manipulation of Data or the processing logic, or
 - c) for unwanted induction of Data or unwanted functional expansions."Unwanted" for the purpose of these GTC shall refer to any function that was neither demanded by BUYER, nor offered by the Contactor with a specific description of the function and its consequences and that was also not accepted in particular by BUYER.
 5. If the SUPPLIER gains knowledge of an incident that involves a violation of Information Security (e.g. security gaps, Data losses, disruptive incidents, security threats, attack by harmful software, Data misuse), especially an unauthorized access to FFT Data (e.g. Data leak or cyberattack), or if there are indications for the SUPPLIER that justify the suspicion of such an incident given a reasonable evaluation, the SUPPLIER shall without undue delay and free of charge for BUYER
 - a) inform BUYER thereof,
 - b) take all necessary measures to clarify the facts of the matter and to limit damages and to support BUYER therewith,
 - c) if the violation of Information Security causes a disruption of the contractual performance, a reduction of business efficiency, or a loss of Data, support BUYER with the recovery of the Data and
 - d) upon BUYER's request, provide a security report for a prescribed observation period. Essential contents of such a report are especially the results of security inspections, identified Information Security risks, as well as identified Information Security incidents and their treatment.
 6. If the SUPPLIER is obliged to provide proof of a particular level of Information Security according to § 22 sec. 2, the SUPPLIER shall
 - a) advise BUYER of a central contact person for Information Security,
 - b) permit BUYER upon request to convince itself of the compliance with Information Security and the agreed guidelines on Data protection and security ("Audits"). The SUPPLIER shall tolerate such Audits by BUYER and provide contributions such as information, as far as it is necessary for the Audit. The BUYER may also convince itself of the compliance with the agreed technical and organizational measures within the business premises of the SUPPLIER including the IT systems after timely announcement during customary business hours and, as far as possible and reasonable, without disturbance of the business procedures. The BUYER is authorized to let an external qualified partner that is contractually bound to confidentiality towards third parties conduct such Audits. BUYER's statutory rights of control and information are neither limited nor excluded by this provision.
 7. The SUPPLIER shall ensure that all and any of its sub-suppliers are contractually bound in an appropriate manner to comply with the terms of this § 22 ("Information Security").
 8. The SUPPLIER guarantees the exclusive use of the hard- and software accepted by the BUYER and properly licensed. Prior to each connection to an FFT Group network, the SUPPLIER has to check its own hardware for the presence of improperly licensed software or other malware and document the result. The results of these tests shall be kept for a period of 5 years and made available upon request by BUYER. In case of any violations with the terms of this § 22 sec. 8, BUYER is entitled to terminate the existing contracts extraordinarily, without notice for good cause and to demand compensation of damages. In addition, the SUPPLIER shall indemnify BUYER against any claims by third parties asserted against BUYER resulting from an infringement of the SUPPLIER or one of its sub-suppliers against the provisions of this § 22 sec. 8.

§ 23 Other provisions

1. The place of performance for the Services and delivery of Goods from the respective individual contract is the BUYER's registered office, unless another place of performance is specified in the individual contract.
2. Should any provision or essential part of the contract or of these General Terms and Conditions of Purchase be held invalid, either in its entirety or in part, or the contract or these General Terms and Conditions of Purchase prove to be incomplete, this will not affect the validity of the remaining provisions of the contract or these General Terms and Provisions of Purchase. Any invalid provision is to be replaced by one which corresponds to or comes closest in spirit and purpose to that of the invalid provision. Any other gaps are to be made good as the parties see fit.