

**MURRPLASTIK SYSTEMTECHNIK GMBH
TERMS AND CONDITIONS OF PURCHASE (01/2022)**

I. Scope of the Murrplastik Terms and Conditions of purchase

1. These terms and conditions ("MP T&C") apply to all contracts that Murrplastik concludes as a buyer or purchaser, insofar as no other conditions are expressly agreed on in writing. Suppliers' terms of delivery that deviate from the MP T&C do not form part of such contracts, even if Murrplastik does not explicitly reject such terms. The MP T&C apply even if Murrplastik should accept a delivery from a supplier without reservations while being aware that the supplier's conditions deviate from or are in opposition to the MP T&C.
2. The MP T&C also apply to future business with the supplier.
3. Rights above and beyond the MP T&C granted to Murrplastik by the provisions of the law remain unaffected.

II. Contract conclusion

1. Purchase orders (POs) are legally binding only if made in writing. In case of an informal business agreement the parties will document the content of their business dealings in writing afterwards. In such a case, the Murrplastik order is deemed to be the valid commercial letter of confirmation.
2. If Murrplastik makes no comment on recommendations, demands or confirmations made by the supplier, this is never to be construed as assent unless also expressly agreed to in writing.
3. Tenders are binding and are offered free of charge unless otherwise expressly agreed.
4. Should Murrplastik and the supplier conclude a master agreement governing future deliveries (pricing agreement) then a purchase order made by Murrplastik based on such an agreement is binding, unless an objection is raised by the supplier within 5 working days.
5. The supplier is to issue a confirmation of order only in such cases where s/he is unable to fulfil a key purchase order condition such as the time of delivery.

6. Murrplastik's Quality Assurance Directive (QAD) is an integral part of contracts agreed to for any series production such as manufactured, processed or supplied exclusively Murrplastik parts.

III. Scope and content of contractual performance, informational obligation

1. The scope of the supplier's contractual performance is outlined in the performance specifications and the details supplied on contract conclusion or – should these be absent – information provided by the supplier's tenders and brochures.
2. All deliveries made must comply with the latest applicable DIN and/or VDE standards as well as other industry-typical or EU standards, unless expressly agreed otherwise in writing.
3. Murrplastik accepts only the ordered quantities or unit counts. Over or short deliveries are acceptable only if agreed with Murrplastik beforehand. If partial deliveries are agreed, all outstanding quantities must be supplied.
4. The supplier must inform Murrplastik about any licensing obligations for exporting and re-exporting the delivery items in accordance with German, European, US-American and other applicable export regulations pursuant to the content of the contract. The supplier must state for each delivery item in the tender, or at the latest at receipt of the Murrplastik order, the List of Goods No. as required in Annex I of Regulation (EC) 428/2009 ("dual use" -VO) or as stated in Part I of the Export List of the German Foreign Trade Regulations, the ECCN (Export Classification Number) and any other applicable markings.

IV. .Change of performance

1. Should, during fulfilment of the contract, deviations from the originally agreed specifications become necessary or appropriate, the supplier shall notify Murrplastik without delay, and supply a statement of cost impact. Murrplastik will then inform the supplier without delay which changes, if any at all, the latter is to make vis-à-vis the original purchase order. If such actions result in changes to the costs incurred by the supplier in fulfilling the contract, then both Murrplastik and the supplier are entitled to request that appropriate adjustments are made to the payments due the supplier.

2. Murrplastik may at times request a change to performances following contract conclusion, insofar this is reasonable for the supplier. Both parties shall adequately factor in the effects resulting from the contractual change in question, especially with regard to any excess or reduced costs and delivery dates.

V. Delivery times

1. The delivery time specified in the PO is binding.
2. Should it become clear to the supplier that s/he will be unable to deliver as required, the supplier undertakes to inform Murrplastik without delay in writing, also specifying the reasons and the probable duration of the postponement.
3. As long as and to the extent that, taking into account economic aspects, the delivery is no longer usable for Murrplastik due to a delay caused by force majeure (e.g. by strike, riot and civil unrest, war (declared or undeclared), piracy, terrorist threats, acts of sabotage, fires, floods, earthquakes and natural disasters, epidemics (including epidemics and pandemics), or acts of government), Murrplastik shall not be obliged to accept the delivery. In that case, Murrplastik is entitled to withdraw from the contract. If a delivery becomes overdue, Murrplastik is entitled to exercise its statutory rights.
4. In particular, Murrplastik may, on the fruitless expiry of a suitable grace period for fulfilment, withdraw from the contract and/or demand compensation in lieu of performance.
5. Notwithstanding the above, Murrplastik is entitled to demand the supplier pay a contractual penalty of 0.5% per week or part thereof from the date the delivery becomes overdue – subject to a cap of 5% – of the total contractual value of the delivery.
6. Murrplastik is entitled to reserve judgement as to the enforcement of a contractual penalty for up to 5 working days after acceptance of the overdue delivery.

VI. Place of delivery, documents, export control regulations

1. Insofar as not otherwise agreed in writing or specified in the PO, all deliveries are to be made carriage paid to the Oppenweiler site.

2. A delivery note must be supplied with each delivery. Invoices should be sent to Murrplastik at the same time as goods are dispatched and must cite our purchase order reference number.
3. The supplier is to make a statement to each item on the delivery note, pursuant to Clause III.4.

VII. Prices and payment

1. The price specified on the purchase order is binding.
2. Invoices submitted for processing must contain the order number, the department requesting the item and the date of the order; if this is not included, Murrplastik is not responsible for delays in processing.
3. If delivery or performance prove substandard, Murrplastik is entitled to withhold payment until such time of proper and correct fulfilment of the order, without forfeiting discounts, cash payment deductions or similar payment benefits.
4. The payment period starts on the day the invoice is received. Payment for goods or services accepted without objection is rendered within 14 days following goods receipt and billing, less a 3% early payment discount, or within 30 days net. The right to issue bills of exchange is reserved.

VIII. Warranty

1. The supplier undertakes to guarantee that all contractual performance complies with the latest technical standards, relevant legal provisions and such regulations and directives as issued by authorities, employer's liability insurance and industry associations. If deviations from these provisions prove necessary in individual cases, the supplier shall obtain prior written consent from Murrplastik for such deviations. This approval does not limit the guarantee obligations incumbent on the supplier.
2. If the supplier should have reservations about the type of execution desired by Murrplastik, s/he shall inform the former of these in writing without delay.
3. Murrplastik may exercise all rights pertaining to defect claims as granted by law, including recourse claims against the supplier. Murrplastik has the choice, and is entitled to demand the supplier remedy a defect or supply a replacement

good. The right to claim compensation is retained at all times alongside or instead of delivery of performance.

4. If the supplier proves unable to fulfil his/her guarantee obligations within a suitable period, as set by Murrplastik, then Murrplastik may take such action as is required or commission a third party to do so, with the costs being borne by the supplier. The same applies, if a deadline set for the supplier, on account of an urgent need or an inherent risk, is not executable. In such cases, the supplier shall be informed of the action taken to remedy the defect by Murrplastik or by a third party as commissioned by Murrplastik. Murrplastik's further rights to claim for defects remain unaffected.
5. Murrplastik will notify the supplier in writing of any unresolved issues in the delivery and of transit or packaging damages without delay, as soon as these are noticed during the ordinary course of business, but no later than 10 working days following receipt of the delivery. Murrplastik will inform the supplier of non-obvious defects in writing within 10 working days of their discovery.
6. For legitimate defects according to Clause 5, Murrplastik is permitted to bill the supplier a processing charge of EUR 50.00 each.
7. The period of limitation for Murrplastik to claim for defects is set at 36 months after goods receipt at Murrplastik.

IX. Product liability

1. If Murrplastik receives a claim due to violations of official safety regulations or domestic or foreign product liability regulations based on a defect in the Murrplastik product, and this can be traced back to the products or commodities Murrplastik has purchased from the supplier, the following applies: Murrplastik is entitled to replacement for the damages and all costs incurred in so far as they were caused by the supplier's products delivered to Murrplastik. The same applies to the costs of any precautionary product exchange or recall actions.
2. The supplier shall take out an appropriate product liability and recall insurance policy and furnish Murrplastik with proof of the same upon request.

3. Unless otherwise agreed, the supplier undertakes to mark the objects that s/he supplies in such a way that they can be permanently identified as his/her products.
4. The supplier shall perform quality assurance in a form and scope as appropriate and to the latest technological standards, and provide Murrplastik with proof of the same. In cases where Murrplastik views it necessary, the supplier shall conclude a corresponding quality assurance agreement with Murrplastik.

X. Industrial property rights

1. The supplier guarantees that all deliveries are free of third-party protective rights in the EEA, Switzerland, the United Kingdom, the United States, Canada, Mexico, Brazil, Russia, India, China, Taiwan, South Korea and Japan, and that particularly with the delivery and use of the delivery items no infringement has taken place on patents, licenses or other industrial property rights of third parties.
2. The supplier indemnifies Murrplastik and Murrplastik's customers against third-party claims arising from any property right infringements and will also bear any and all costs incurred by Murrplastik in this context. The supplier is not liable in cases where s/he is not answerable for the defect of title exhibited by the supplied products.
3. Murrplastik, in agreement with the supplier, and at its expense, shall be entitled to obtain the authorization from the entitled entity to use the delivery items and services in question.

XI. Retention of title, provision, tools

1. Murrplastik retains ownership of all its parts provided to the supplier. The supplier may perform processing or reconfiguration on behalf of Murrplastik at his/her facilities. If the retained goods are processed together with other objects not owned by Murrplastik, then Murrplastik acquires a shared title to the new goods to a proportion equal to the contribution of the retained goods to the other objects processed at the time of processing.

2. Murrplastik retains ownership of any tools as paid for or provisioned by Murrplastik. The supplier undertakes to deploy these tools exclusively for the manufacture of goods as ordered by Murrplastik.

XII. Confidentiality

1. The Contracting Parties undertake to hold strictly confidential all information marked as confidential, resulting from collaboration within the framework of this contract, or by its nature, or the circumstances of their disclosure are confidential, and use them exclusively for the purposes of this contract. Information protected in this way includes, in particular, technical data, order quantities, prices and information about products/product developments or concerning current and future research and development projects, and all company data vis-à-vis the other party to the contract. The above obligations shall not apply in as far as the information is publicly known, has been lawfully acquired from third parties, or has been developed independently from third parties, or has become available to the general public without infringement of the relevant contract partner.
2. The supplier also undertakes to treat all reproductions, drawings, calculations and other documents as strictly confidential and not to disclose them to third parties except with the express consent of Murrplastik, insofar as the information they contain is not public knowledge.
3. The supplier shall ensure that subcontractors are bound by the same terms.

XIII. Compliance with legal provisions

1. The supplier must observe all relevant laws and regulations at all its service locations, in particular regarding environmental protection, industrial safety (including minimum wage regulations), occupational safety, right of residence, immigration, social insurance and tax law. The same applies to destination provisions for the delivery or services, if the supplier has been made aware of them.
2. In case of suspicion of violations, Murrplastik may request pertinent information from the supplier, including documentation and other evidence.

XIV. Final provisions

1. The supplier shall not make the order or key parts of the order available to third parties without first obtaining written approval from Murrplastik.
2. Murrplastik is entitled to rescind the contract in whole or in part, if the supplier is more than 30 days in arrears with its obligations, or if there is a deterioration in the economic circumstances of the supplier, causing doubts as to the continued ability of the supplier to deliver.
3. Furthermore, the terms of this contract shall be governed solely by the law of the Federal Republic of Germany with the exclusion of UN purchasing law (CISG).
4. Should individual parts of these purchasing terms and conditions prove unenforceable, this does not affect the validity of the remaining provisions.
5. The sole place of jurisdiction is Backnang. In addition, Murrplastik does reserve the right to initiate legal action in any other valid jurisdiction.