

**SONOTRONIC GmbH ▪ Becker-Göring-Straße 17-25 ▪ 76307 Karlsbad-Ittersbach ▪ Germany**

**General Terms and Conditions of Purchase**

**I. Validity of these Terms and Conditions of Purchase**

1. The following General Terms and Conditions of Purchase shall apply exclusively to the present and all subsequent contracts with the suppliers of Sonotronic GmbH - hereinafter referred to as SONOTRONIC - for orders for goods, services and work.

2. SONOTRONIC shall not be bound by conflicting or deviating terms and conditions of the supplier, even if SONOTRONIC does not expressly object to them. These General Terms and Conditions of Purchase are an integral part of Sonotronic's orders and therefore form the sole basis of the contractual relationship with the supplier, not the supplier's own terms and conditions of delivery, even if they contradict them.

**II. Conclusion of the order contract**

1. The supplier must adhere exactly to our enquiry in the offers with regard to type, quantity and quality and expressly point this out in the event of deviations. The offers must be made free of charge.

2. Unless we have concluded an agreement on electronic data exchange, only orders placed in writing and bearing the signatures of authorised representatives shall be valid. All changes to orders placed and ancillary agreements must be made in writing to be valid.

3. Each order is only concluded as a contract by Sonotronic's order. The order is decisive for the content of the contract. SONOTRONIC's General Terms and Conditions of Purchase, which are attached to the order, form an integral part of the order.

**III. Shipping instructions, deadlines**

1. Each delivery must be accompanied by a delivery note stating the order number of the delivery order. Delivery and invoices must be issued in duplicate and must correspond to the details of the delivery order, which is based on the purchase order issued by SONOTRONIC.

2. The supplier shall fulfil the obligations incumbent upon it, waiving any right of retention and excluding partial performance, at the agreed time in Karlsbad-Ittersbach, and shall hand over the goods to be delivered and the services and works to be performed to SONOTRONIC carriage paid. The supplier may not assign the fulfillment of delivery orders to third parties, either in part or in full, without SONOTRONIC's consent.

3. Compliance with agreed delivery dates or deadlines is an essential contractual obligation of the supplier. The supplier shall not be entitled to deliver before the agreed time. SONOTRONIC must be notified of delays in delivery in writing as soon as they become recognisable, stating a new proposal as to the delayed delivery date. As soon as SONOTRONIC accepts the new delivery date, this shall be a fixed date within the meaning of Section 376 of the German Commercial Code (HGB). Notwithstanding this, if the supplier's performance is not duly effected by the agreed date or within the agreed period, SONOTRONIC shall be entitled, after a reasonable request setting a deadline, either to insist on fulfilment of the contract or to withdraw from the contract in accordance with the statutory provisions, without prejudice to further claims, in particular claims for damages.

4. The specified dispatch addresses must be observed. Delivery to a place of receipt other than that designated by SONOTRONIC shall not result in fulfilment or transfer of risk for the supplier, even if this place accepts the delivery. The supplier shall bear the additional costs arising from delivery to a receiving centre other than the one agreed.

5. If one or more deadlines are exceeded, a contractual penalty of 1% of the total gross price of the order per week or part thereof of the delay, up to a maximum of 5%, shall be deemed to have been agreed. SONOTRONIC reserves the right to assert further claims against the supplier for delay and default.

**IV. Scope of services**

1. The service must comply with the statutory requirements, in particular the applicable Equipment and Production Safety Act, the occupational health and safety and accident prevention regulations, the existing guidelines and standards and the recognised rules of technology. SONOTRONIC has the right to have compliance with these standards checked at any time in the event of doubt. In the event of improper execution and non-compliance with the above standards, the supplier shall bear the costs of this inspection, irrespective of any further expenditure.

2. The supplier shall transfer ownership of all technical documentation to SONOTRONIC. This shall also apply to technical documents which the supplier has received from its subcontractor and forwards to SONOTRONIC in the course of fulfilment of the order process. These technical documents must be drawn up in German and in accordance with the International System of Units (SI).

3. The supplier shall transfer all rights of use necessary for the use of the supplies and services by the customer or third parties, taking into account any patents, supplementary protection certificates, trade marks, utility models.

4. SONOTRONIC shall have the unrestricted right, at the supplier's expense, to carry out repairs to the goods and services received and to make changes to them itself or have them carried out by third parties, and also to manufacture spare parts itself or have them manufactured by third parties, provided that the supplier has been requested to do so without result after setting a period for rectification and a further short period for completion.

5. If the agreed scope of performance is to be deviated from, the supplier shall only be entitled to make additional claims or changes to deadlines if these have been notified in writing and a supplementary agreement has been reached with SONOTRONIC prior to execution.

6. The quantities ordered are binding. In the event of excess deliveries, the customer shall be entitled to reject them at the contractor's expense.

**V. Warranty**

1. The supplier assumes the warranty that the delivered goods or the processed product and the associated services are provided free of defects. In order to be considered defect-free goods and product processing, the quality and utilisation possibilities that Sonotronic has specified in the order or that can normally be expected in the opinion of the public must be fulfilled. Deviations between the actual and target quality constitute a defect.

2. The supplier shall only dispatch goods that have been fully inspected and found to be in good condition and shall therefore refrain from carrying out a detailed incoming goods inspection at SONOTRONIC. SONOTRONIC shall inspect incoming goods insofar as and as soon as this is feasible in the ordinary course of business, and shall give notice of obvious defects within 10 calendar days of delivery, and of other defects within 10 calendar days of discovery. In this respect, the supplier waives the defence of late notification of defects pursuant to § 377 of the German Commercial Code (HGB).

3. Unless otherwise agreed, a limitation period of 24 months from receipt of the goods or the processed product by SONOTRONIC shall apply to claims arising from material defects or defects of title. It shall be extended by the period of the supplier's rectification or subsequent delivery measures from receipt of SONOTRONIC's notice of defects until the latter declares the termination of the measures or refuses further rectification or subsequent delivery.

4. If SONOTRONIC incurs costs as a result of defects in the delivered item, in particular transport, travel, labour or material costs or costs for an incoming goods inspection exceeding the usual scope or for sorting measures, the supplier shall reimburse SONOTRONIC for these costs.

5. The products supplied must fulfil all the regulations, directives and standards relating to the product in question. If a manufacturer's declaration or a declaration of conformity (CE) within the meaning of the EC Machinery Directive is required for the product, the supplier must draw this up and make it available at its own expense.

**VI. Price and payment**

1. The agreed price shall cover all services of the supplier, including any ancillary costs incurred, such as packaging, transport, insurance, etc. in particular. A price increase is excluded. The price agreed upon conclusion of the contract shall apply.

2. The supplier's claim for payment arises after the goods have been delivered in full to Karlsbad-Ittersbach and the invoice has been received by Sonotronic. The supplier's invoice shall then be due for payment as follows: 14 days with 3% discount, 30 days net cash, unless otherwise contractually agreed. Payment shall be made, at SONOTRONIC's option, by bank transfer to a bank with which the supplier maintains business relations, or by the presentation of cheques or bills of exchange. SONOTRONIC shall be liable for any fees and charges incurred in connection with payment by bill of exchange.

3. Notwithstanding any further statutory rights, SONOTRONIC shall also be entitled to set-off or retention rights if cash clauses are used for the supplier's claim. In addition, SONOTRONIC shall also be entitled to set-off or retention if the claim for set-off or retention has been assigned to SONOTRONIC and/or has arisen but is not yet due.

**VII. Other agreements**

1. Unrestricted direct ownership shall pass to SONOTRONIC upon handover of the goods or other products within the scope of services and works.

2. Goods shall be returned at the expense and risk of the supplier.

3. The supplier warrants that the goods or products handed over are not subject to any third-party property rights or industrial property rights which impair or preclude their free use by SONOTRONIC in the territory of the European Community. The supplier undertakes to indemnify SONOTRONIC on first demand against all attacks, claims for injunctive relief or damages and legal proceedings, including legal costs, based on property or industrial property rights, irrespective of any other legal claims.

4. If SONOTRONIC is held liable under product liability law and the product in question contains raw materials or parts supplied by the supplier, the supplier shall indemnify SONOTRONIC against all claims under product liability law, irrespective of any other statutory claims, and shall reimburse SONOTRONIC for the expenses incurred on first demand, waiving any further claims. Notwithstanding any further claims by SONOTRONIC, the supplier shall be obliged to maintain product liability insurance with cover of at least EUR 2,500,000 per personal injury/property damage claim.

5. SONOTRONIC accepts no liability for accidents involving persons working for a supplier on SONOTRONIC's premises. This shall not apply in the case of gross negligence on the part of SONOTRONIC's employees, insofar as this negligence is attributable to SONOTRONIC.

6. Data about the supplier obtained from or in connection with the business relationship shall be processed by SONOTRONIC in accordance with the Data Protection Act.

7. Illustrations, drawings, calculations and other documents which SONOTRONIC makes available to the supplier for the purpose of submitting a quotation or any contract performance must be kept confidential by the supplier and may only be used by the supplier for the contractually agreed purpose. They may not be handed over or made available to third parties without SONOTRONIC's express written consent. These documents must be returned to SONOTRONIC without request after termination of the contract.

8. The supplier is not authorised to use its business relationship with SONOTRONIC for advertising purposes.

9. The supplier shall sign a non-disclosure agreement on request. It shall maintain secrecy about the business relationship with SONOTRONIC and the knowledge gained therefrom. The duty of confidentiality shall also extend to the supplier's employees or subcontractors or subcontractors commissioned by the supplier and their respective employees.

**VIII. General contractual bases**

1. The place of performance, payment and fulfilment for all obligations arising from the legal relationship with the supplier is Karlsbad-Ittersbach.

2. The contractual and non-contractual legal relationships with the supplier shall be governed exclusively by German law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention) is excluded.

3. The local and international exclusive jurisdiction of the courts responsible for Karlsbad-Ittersbach is agreed for all - contractual and non-contractual - disputes arising from deliveries by the supplier. The Local Court of Ettlingen shall have jurisdiction for claims that fall within the subject-matter jurisdiction of the Local Court, and the Regional Court of Karlsruhe or the Chamber for Commercial Matters at the Regional Court of Karlsruhe shall have jurisdiction for disputes that fall within the subject-matter jurisdiction of the Regional Court.

4. Should provisions of these General Terms and Conditions of Purchase be or become invalid, the remaining provisions of these General Terms and Conditions shall remain valid. The parties are obliged to replace the invalid provision with a legally valid provision that comes as close as possible to the economic sense and purpose of the invalid provision.

SONOTRONIC GmbH  
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