

# GENERAL PURCHASING CONDITIONS OF iMAR NAVIGATION GMBH

## § 1. General provisions

§ 1.1 All orders placed by iMAR Navigation GmbH St. Ingbert – hereafter referred to as iMAR – are subject to these conditions unless expressly agreed otherwise in written and signed form. Supplier conditions as detailed in their general terms and conditions or order confirmations are herewith expressly excluded. The unreserved acceptance of order confirmations or deliveries does not imply the acceptance of such conditions.

§ 1.2 With the first delivery under these purchasing conditions, the contractor accepts their exclusive applicability, also for all further orders.

§ 1.3 Orders and assignments are binding for the contractor if provided or confirmed in writing.

## § 2. Delivery and shipment

§ 2.1 The contractor is required to make deliveries in keeping with the order and/or instructions from iMAR at the agreed dates. The contractor is required to immediately indicate changes of the dates.

§ 2.2 The contractor is required to comply with iMAR's and the haulier's and/or freight forwarder's shipping instructions. The iMAR order and article numbers need to be stated in all shipping documents, letters, and invoices.

§ 2.3 Transport costs including packaging, insurance and all other ancillary costs are covered by the contractor unless expressly agreed in writing otherwise.

## § 3. Delivery periods, delivery dates

§ 3.1 The delivery periods or dates stated in orders are binding and understood as referring to the arrival at the place of fulfilment.

§ 3.2 iMAR is entitled to refuse the acceptance of goods not delivered at the delivery date stated in the order, and return them or store them with third parties at the expense and risk of the contractor. In the event of force majeure, a reasonable grace period needs to be agreed for the delivery between iMAR and the contractor.

## § 4. Quality and acceptance

§ 4.1 The contractor warrants that the goods comply with the submitted specifications, other agreements made and confirmed in writing, the applicable standards, and the state of the art.

§ 4.2 iMAR reserves the right to check goods for obvious and visible defects immediately upon their arrival and only accept them thereafter. In case of a complaint, the contractor can be invoiced with the costs of this check and the replacement delivery. The complaint period for any kind of defect amounts to 14 days from its respective discovery. The contractor eschews the objection of belated notification of hidden defects during the warranty period.

§ 4.3 The values determined in the incoming goods inspection for the dimensions, weights and quantities of a delivery are binding.

§ 4.4 In the event of an agreed contractual penalty for delayed delivery, the claim to the contract penalty will also remain unchanged if not explicitly asserted when the delivery is accepted. Any further claims over and beyond this also remain unchanged without specific reservations in the acceptance

§ 4.5 In case that deliveries or services are ordered by iMAR from the contractor under the requirements of EN9100, then iMAR as well as iMAR's customers and the regulating agencies are authorized to inspect the contractor's production facilities in keeping with the EN9100 regulations if required. In addition, iMAR can also refuse to accept goods delivered without the corresponding certificates.

§ 4.6 Unless agreed otherwise, the soldered joints of all products and components delivered by the contractor need to meet the IPC A610 standard, class 2, as a minimum.

## **§ 5. Prices and payment terms**

§ 5.1 Agreed prices are maximum prices; price reductions in the period between order placement and invoice payment are for the benefit of iMAR.

§ 5.2 Invoices need to state the order number and article numbers and be made out and sent to iMAR immediately after the shipment of the goods. The statutory VAT needs to be shown separately.

§ 5.3 Payments are provided conditional to correct delivery, pricing, and calculation. The discovery of a defect, that is covered by the warranty, entitles iMAR to withhold the payment until the fulfilment of the warranty obligation.

§ 5.4 Unless agreed otherwise, invoices are paid strictly net within 30 days from the invoicing, or within 14 days with a discount of 2 %.

## **§ 6. Set-off and assignment**

§ 6.1 The contractor is only entitled to set off against undisputed claims or claims determined without further legal recourse.

§ 6.2 Assignment of claims against iMAR is prohibited.

## **§ 7. Warranty**

§ 7.1 The contractor's warranty obligations are based on the statutory requirements unless specified otherwise below. The contractor will release iMAR upon first request from all third-party claims asserted because of defects, infringement of third-party protective rights, or product damages of its delivery based on the contractor's share in their causation. The contractor warrants the existence of adequate product liability insurance.

§ 7.2 Unless agreed otherwise, the warranty period amounts to 24 months from delivery to the place of fulfilment. If it is longer, the statutory warranty period applies.

§ 7.3 If a delivery is defective, the supplier needs to, at iMAR's option, provide a replacement free of charge, reduce the price in keeping with the statutory provisions on reduction, or rectify the defect free of charge. In cases of urgency, iMAR is entitled – upon consultation with the contractor – to rectify the defects independently, have them rectified by third parties, or procure replacements otherwise at the contractor's expense. The same applies if the contractor defaults on the fulfilment of warranty obligations. If an exceedance of the highest permissible proportion of defects is discovered by the inspection procedure detailed in the order or usual statistical screening process, iMAR is entitled to assert defect claims with respect to the entire delivery or check the entire delivery at the contractor's expense upon consultation with the contractor.

§ 7.4 The contractor is liable for replacement deliveries and improvement work to the same extent as for the original delivered item, i.e. also for the transport, travel, and labour costs, without being limited thereto. The warranty period for replacement deliveries starts on the day of their arrival at the earliest.

§ 7.5 The contractor is required to refund reasonable costs for recall campaigns based on product liability law. iMAR will notify the contractor as quickly as possible beforehand for comment.

## **§ 8. Information and data, provisions**

§ 8.1 Drawings, drafts, samples, manufacturing stipulations, company-internal data, tools, installations etc. provided by iMAR to the contractor for tendering or the execution of orders remain the property of iMAR. They must not be used for any other purposes, reproduced, or made accessibly to third parties,

and need to be safekept with the diligence of a prudent businessperson or returned to iMAR upon completion of the assignment without retaining copies.

§ 8.2 Material provided by iMAR remains our property and needs to be safekept by the contractor free of charge and with the diligence of a prudent businessperson, separate from the contractor's other items, and marked as iMAR's property. It must only be used for performing our assignments. Damages of provided materials need to be compensated by the contractor.

§ 8.3 If the contractor processes the provided material or transforms it, this activity is performed for iMAR. iMAR immediately becomes the owner of the new items created in the process. If the provided material only makes up part of the new items, iMAR is due their co-ownership in the proportion corresponding to the value of the provided material contained in them.

## **§ 9. Third-party protective rights**

The contractor warrants that the intended use of bought goods is not opposed by third-party rights, and especially that no third-party protective rights are infringed. If iMAR is nonetheless held liable for possible infringement of third-party rights, e.g. copyrights, patent rights and other protective rights, the contractor will release iMAR from this liability and all performances connected therewith.

## **§ 10. Data protection**

The contractor declares its irrevocable agreement with the order-related processing of communicated personal data in keeping with the statutory provisions.

## **§ 11. Place of jurisdiction**

§ 11.1 The parties will endeavour to settle any disputes to arise out of court.

§ 11.2 If no out-of-court settlement is achievable, St. Ingbert (Saarbrücken) / Germany is to be regarded the exclusive place of jurisdiction for all disputes directly or indirectly arising from this contractual relationship.

§ 11.3 All contract provisions are exclusively governed by German law.

## **§ 12. Severability clause**

Should individual clauses of these General Purchasing Conditions be ineffective in whole or in parts, the effectiveness of the remaining clauses or other parts of such clauses will remain unaffected by this.

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