

## General Terms and Conditions for the Purchasing of Goods

### § 1 General

(1) All orders placed by InProcess Instruments, Gesellschaft für Prozessanalytik mbH, hereinafter referred to as InProcess Instruments, shall be subject exclusively to the following Terms and Conditions of Purchase. General terms and conditions of the supplier shall only be recognized if they have been expressly accepted by InProcess Instruments in writing (letter/fax/mail).

(2) Upon receipt of the order, InProcess Instruments shall immediately, at the latest within 5 working days, receive a written order confirmation (letter/fax/mail) from the Supplier. If this deadline is not met, InProcess Instruments may cancel the order.

(3) The order number of InProcess Instruments shall be indicated on all documents relevant for the fulfilment of the contract (order confirmations, delivery notes, invoices, etc.).

(4) InProcess Instruments shall notify the Supplier of any defects in the delivered goods without delay, but no later than 5 working days after receipt of the goods.

### § 2 Deadlines

(1) The Supplier shall provide the service in full on the agreed date. Possible postponements shall be communicated to InProcess Instruments without delay.

(2) If the Supplier is in default with the performance to be rendered by him, InProcess Instruments shall be entitled to withdraw from the contract or to claim damages.

### § 3 Prices and terms of payment

(1) All prices contractually agreed with the supplier are fixed prices.

(2) Unless otherwise contractually agreed, payments shall be made 14 days after delivery of the goods and receipt of a proper invoice with 3% discount, otherwise after 30 days net, if InProcess Instruments has recognised the delivered goods as proper.

(3) Invoices that do not contain the order number of InProcess Instruments and are not issued in accordance with the applicable statutory provisions shall be deemed not to have been issued.

### § 4 Delivery and dispatch

(1) Unless otherwise agreed in writing, the ordered goods shall be delivered DDP ("delivery duty paid", Incoterms 2020).

(2) If it has been agreed that the transport costs are to be borne by InProcess Instruments, the Supplier shall choose the most favorable option if InProcess Instruments has not specified the mode of transport.

### § 5 Acceptance and quality

(1) The transfer of risk shall take place upon acceptance of the deliveries and services of the supplier by InProcess Instruments. Each delivery shall be accompanied by a delivery note stating the order number of InProcess Instruments and the items delivered.

(2) The supplier is obliged to inform InProcess Instruments immediately in writing of any authorization requirements for its goods under applicable German, European (EU), US export, customs and foreign trade law and the country of origin of its goods.

For this purpose, the supplier shall communicate:

- a) the export list number in accordance with the German Foreign Trade Regulations or comparable list items of relevant export lists;
- b) the Export Control Classification Number (ECCN) according to the U.S. Commerce Control List if the goods are subject to the U.S. Export Administration Regulations (EAR);
- c) the customs tariff number (HS-/KN-Code);
- d) the country of origin (preferential/ non-preferential origin);

- e) (long-term) supplier declarations of preferential origin (for EU suppliers) or certificates of preference (for non-EU suppliers);
- f) all other information and data required by the purchaser for export and import and, in the case of resale, for re-export of the goods.

The supplier is obliged to inform the purchaser immediately in writing of any changes to this information and data. The supplier shall be liable for all disadvantages (e.g. additional claims for foreign import duties, fines), expenses and damages incurred by the purchaser as a result of a breach of the obligations under sentence 1, insofar as the supplier is responsible for the breach of duty.

(3) Additional costs arising from over- or under-deliveries not confirmed in writing by InProcess Instruments shall be borne by the supplier.

(4) If no special quality specifications are made in the order, the supplier shall provide its services in accordance with the highest possible quality standards and in compliance with all legal and industry standards.

(5) Processing and return costs due to quality defects in the delivered goods shall be borne by the supplier.

### **§ 6 Sanctions clause (according to Art. 3g Council Regulation (EU) No 833/2014)**

The contractor guarantees, both at the time of conclusion of this contract and at the time of delivery of the goods, that all sanctions applicable to this contract will be complied by him, in particular in accordance with article 3g of Council Regulation (EU) No 833/2014:

- a) that the goods do not have their origin in the Russian Federation or Belarus, and
- b) that the goods have not been processed in a non-EU country using the steel and iron products listed in Annex XVII of regulation (EU) 833/2014 with origin in the Russian Federation, regardless of whether the contractor is a contractor based inside or outside the European Union, and
- c) that the sale of the goods and their transportation does not violate any applicable sanction regulations, embargo provisions or other national or international trade restrictions of the Federal Republic of Germany, the European Union, the United Kingdom, Switzerland or any other national, international or supranational authority or institution.

### **§ 6 Rights of third parties**

(1) The supplier warrants that no rights of third parties, in particular intellectual property rights (patents, trademark rights, etc.), are infringed in connection with his delivery to InProcess Instruments.

(2) The supplier shall indemnify InProcess Instruments against any claims of third parties, in particular claims for damages.

### **§ 7 Product liability and insurance**

(1) The Supplier shall further be obliged to indemnify InProcess Instruments against claims for damages by third parties which are due to the fact that the delivered goods were defective.

(2) In such cases of damage, the Supplier shall in particular be obliged to reimburse InProcess Instruments for any expenses arising from or in connection with a recall action carried out by InProcess Instruments.

(3) The Supplier shall be obliged to take out appropriate product liability insurance and to provide evidence of such insurance upon request of InProcess Instruments.

### **§ 8 Place of jurisdiction**

The place of jurisdiction for all legal disputes arising from the business relationship between InProcess Instruments and the supplier shall be Bremen.

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