

1. General information

1. These General Purchasing Conditions (hereinafter referred to as "GPC") apply, unless otherwise agreed in writing between Helmholtz-Zentrum hereon GmbH (hereinafter referred to as the "Client") and the contractor (hereinafter referred to as the "Contractor", and jointly referred to as the "Parties") for all deliveries and services commissioned by the Client. These GPC also apply, in particular, to contracts for the sale and/or delivery of movable property (hereinafter referred to as "Goods"). Contracts concluded for construction work are excluded from the scope of these GPC.
2. Any other General Terms and Conditions of the Contractor which deviate from this only apply if and to the extent that they have been expressly acknowledged in writing. This also applies if the Contractor references its General Terms and Conditions; in this case, no objection by the Client is required.
3. Within the meaning of these GPC, the written form requirement is also upheld if the information is transmitted electronically. In this respect, transmission by unencrypted email or fax will suffice. In addition, the Conditions of Tender apply.
4. Moreover, the General Terms and Conditions for the Execution of Services (VOL/B) (as amended) shall apply.
5. These GPC only apply to companies within the meaning of Section 14 BGB (German Civil Code), legal entities under public law, and special funds under public law.
6. The Client is a public client.
7. Quotations, order confirmations, delivery documents, and invoices shall be submitted via the information transmission medium that is provided for in the respective notice or the tender documents of the Client and, with the exception of the quotation, must include the Client's order number, the article number, the delivery quantity, and the delivery address.

2. Quotation / Purchase order

/ Order confirmation

1. The quotation shall be submitted free of charge and without obligation for the Client.
2. In the quotation, the Contractor must adhere to the request or tender in terms of quantity, quality, and design, and must expressly point out any deviations thereto.
3. Ancillary quotations are only permitted if the Client expressly permits this and if this is expressly identified as such.
4. In general, the Contractor is bound to its offer for 30 days, unless a longer time period is agreed. The contract is concluded in accordance with the provisions under procurement law through acceptance of the quotation by the Client (hereinafter: "Purchase order"). The Purchase order shall be issued in writing in accordance with Section 1 para. 3 GPC to be deemed binding.
5. Verbal arrangements shall only be valid if the Client confirms them in writing. Purchase orders shall be confirmed by the Contractor without undue delay in writing. If the Contractor does not accept the order in writing within 10 working days of receipt, the Client is entitled to revoke it.

3. Prices

1. The agreed net prices are fixed prices and include delivery to the point of use (unloaded) as well as all services and ancillary services of the Contractor (e.g., assembly, installation) and all ancillary costs (e.g., packaging, freight including any transport insurance). The statutory VAT and any additional taxes incurred shall be specified separately on the invoice.
2. Price escalation clauses are only permitted in exceptional cases, even for longer delivery periods. If a price escalation clause is required for delivery times of more than 18 months, the quotation shall specify a breakdown of material, wage, and fixed portion allocation on a percentage basis, as well as the calculation

bases for this.

4. Contract execution / Compliance with regulations

1. The Contractor assures that the relevant national, international, and official statutory regulations and requirements are complied with in the course of contract execution.
2. Moreover, the Contractor also assures that all deliveries and services incorporate the latest available technological advances.
3. In addition, the machines and/or safety components, pressure equipment within the meaning of the PED (Pressure Equipment Directive), or electronic and electrical devices to be delivered must bear the CE conformity mark (CE mark) and include the declaration of conformity and an operating manual, as well as other mandatory markings. Protective measures and conformity markings required under such regulations shall be incorporated into the Contractor's calculations and constitute part of the scope of delivery, even if they are not requested separately by the Client.
4. If the Contractor has any concerns regarding the type of execution desired by the Client, the Contractor shall notify the Client thereof without undue delay in writing.
5. The Contractor shall supply all documents required for acceptance, operation, maintenance, and repairs (plans, test reports, factory records, drawings, operating instructions, or the like) free of charge, if necessary in a reproducible form. In addition, the Client's information sheet on electrical installation work must be observed.
6. The commissioning of a subcontractor by the Contractor requires the Client's prior written consent.

5. Delivery deadlines / Delays

1. The agreed delivery dates are binding. The receipt of defect-free goods at the point of receipt or place of use specified by the Client or the acceptance of the delivery or service by the Client shall be relevant for adherence to the

delivery date or delivery deadline.

2. If delays are expected, the Contractor shall notify the Client thereof without undue delay in writing, stating the reasons and the presumed duration.
3. Should the Contractor fail to deliver the products or provide the services or does not do so within the agreed delivery or service time, or if it is in default, the statutory regulations shall apply.

6. Contractual penalty

1. If execution deadlines are exceeded, the Client shall be entitled to demand a contractual penalty in the amount of 0.5 percent of the value of the part of the service that cannot be used, but no more than 5 percent of the total order price, exclusive of VAT.
2. The Client is entitled to exercise its right to claim the contractual penalty in addition to fulfilment and other claims.
3. The Client can assert claims from forfeited contractual penalties up to the final payment.

7. Right to information and inspection

1. The Client and its commissioned agents are entitled to inform themselves about the contractually compliant execution of the delivery by the Contractor within its operating hours, to partake in in-house inspections, and to carry out inspections.
2. The Client shall bear the costs for any inspections initiated by the Client insofar as the latter provides the personnel or material to carry out the inspection. If the agreed inspection yields a negative result for reasons for which the Contractor is responsible, and the inspection has to be repeated because of this, the total costs of the repeat inspection shall be borne by the Contractor.
3. The Contractor will make reasonable efforts to obligate its suppliers and subcontractors in writing that the inspection rights, stipulated in Section 7, can also be exercised by the Client with said suppliers and subcontractors.

4. The inspections do not release the Contractor from its liability for material defects and its general liability.

8. Contract amendment

The Client can request amendments to the delivery item or the service even after contract conclusion, provided that this is within the Contractor's capabilities and is reasonable for the Contractor. Amendments and their implications for prices, delivery times, or other conditions must be made in writing in accordance with Section 1 (3) GPC.

9. Foreign trade law

1. The Contractor must comply with all requirements of the applicable national and international foreign trade law (hereinafter: "foreign trade law").
2. The Contractor shall inform the Client at its own behest and in writing for each individual item at the latest two weeks after the order placement, including any implications of the changes, that the Client must comply with the provisions pertaining to foreign trade law for exporting, importing, and re-exporting, in particular:
 - Any licensing requirements for its goods under the applicable German, European (EU) and, if applicable, Chinese and US export, customs, and foreign trade law of the country of origin;
 - All applicable export list numbers, in particular in accordance with Annex AL to the German Foreign Trade Ordinance or similar list items in relevant export lists including the Export Control Classification Number in accordance with the U.S. Commerce Control List (ECCN), provided that the goods are subject to the U.S. Export Administration Regulations (EAR);
 - The statistical commodity code according to the current commodity classification of the foreign trade statistics and/or the HS (Harmonised System) code and the
 - Country of origin (non-preferential origin) and, if required by the Client,

(long-term) supplier declarations on the preferential origin (for EU suppliers) or certificates of preferences (non-EU suppliers);

- All further information that the Client requires in this regard. Depending on the nature of the goods, further customs-relevant forms may be necessary, which, if requested by the Client, must be procured by the Contractor.
3. If the Contractor violates its obligations under Section 9 (2) GPC, the Contractor shall bear all expenses and damages as well as other disadvantages (e.g., claims for foreign import duties, fines) that the Client incurs as a result, insofar as the Contractor is responsible for the obligation violation.
 4. The conclusion and implementation of the contract are subject to the permissibility of export control law.

10. Dispatch and customs

1. A notice of dispatch shall be sent to the Client in good time before the delivery items are dispatched. A delivery note shall be enclosed with the delivery. In case of deliveries from a foreign customs territory, the Contractor shall contact the Client in good time about customs and import processing.
2. Before the goods are delivered to the respective point of use, the delivery documents shall be submitted to the Client's central goods receiving point (Geesthacht: Logistics Building 23 b/Teltow Building K) in accordance with the tender. This applies particularly to the delivery of goods with customs papers.

11. Acceptance/partial acceptance for service contracts

1. If the delivery or service is carried out in accordance with the contract, it will be accepted. If a trial run is planned, the delivery or service is deemed accepted by means of a joint acceptance report after a flawless trial run. The Client acquires unrestricted ownership of the

delivery item or service after handover with acceptance; the same applies to the documents supplied by the Contractor.

2. Acceptance according to Section 640 (1)(1) BGB is only valid if it is in writing. Section 640 (2) BGB remains unaffected.

12. Ownership conditions

1. Deliveries and services rendered by the Contractor shall be made without any extended or prolonged reservation of property rights. The Client acquires unrestricted ownership rights to the delivery item or service upon acceptance and full payment; the same applies to the documents supplied by the Contractor. The Client shall acquire sole ownership of any item that is being developed upon acceptance of the service, including any existing property rights or, in the case of software, other rights.
2. By handing over the goods, the Contractor guarantees that it is fully authorised to dispose and that there are no third-party rights.
3. Any materials provided shall remain the property of the Client. Thus, the materials shall be marked as such and stored, labelled, and managed separately. If materials provided are processed, transformed, or merged or combined with other items, the Client shall acquire sole ownership of the new item. The Contractor shall store these materials for the Client free of charge.
4. Ownership and copyright of documents belonging to the Client and given to the Contractor, shall remain the property of the Client. Upon request, the documents must be handed over immediately, along with all copies or reproductions.
5. The Client's documents may only be used for the purposes stipulated in the contract and may only be given to third parties with express written consent from the Client.
6. If the Client provides the Contractor with technical documentation (e.g., construction drawings and descriptions), this must be treated confidentially by the Contractor and may only be passed on to employees who have

been obligated by the Contractor to treat them confidentially. These documents may not be used for financial purposes and may not be made the subject of commercial property right registrations. In the event of infringements of the aforementioned terms, the Contractor is liable to the Client for the entire damage.

13. Invoicing / Payment

1. Invoices issued by the Contractor shall meet the statutory requirements and must generally be submitted to the Client in electronic form, see www.hereon.de/xrechnungen.
2. Unless otherwise agreed, payments shall be made either within 14 days with a 2% discount or after 30 days at the net price.
3. If a delivery item or service is faulty, the Client is entitled to withhold payment in full or pro-rata until proper fulfilment.
4. In general, payments are not made in advance or in instalments. If instalments have been expressly agreed in writing between the Client and the Contractor deviating from these GPC, payments will only be made against a down payment guarantee reasonable for the Client, in the amount of the respective instalment plus statutory VAT.

14. Material and legal liability for defects

1. The Contractor is liable for material and legal defects in accordance with the statutory provisions and guarantees the diligent and proper fulfilment of the contract, see Section 3 GPC.
2. The defined specifications apply as contractually assured and guaranteed properties of the delivery item or service. The provisions of §§ 633 (2) to 639 BGB also apply to purchasing & service and delivery contracts.
3. The Client will immediately notify the Contractor in writing of any obvious defects in the delivery/service as soon as these are discovered in the course of normal business practices, but at the latest within 8 working days after the Client receives the delivery.
4. The Contractor provides a warranty for the

replacement parts and repair work that it supplies to the Client, to the same extent that it does for the delivery item; the warranty period starts once the defect, which was complained about, has been remedied. For delivered parts that could not remain in operation due to warranty defects, an ongoing warranty period is extended by the time period that business operations were interrupted. The costs to be borne by the Contractor to remedy the defects also include the expenses for packaging, freight and delivery, the work required for dismantling and installation, travel costs, and the implementation of defect remedial at the Customer's premises.

15. Property rights

The Contractor is liable for ensuring that no third-party property rights are violated during the execution of the contract and during the delivery and use of the delivery item or service. Upon first written request, the Contractor shall indemnify the Client against any third-party claims arising from any property right infringements.

16. Spare parts

If the Contractor intends to discontinue the production of spare parts for the products delivered to the Client, the Contractor must notify the Client of this in good time so that the Client has the opportunity to acquire the required spare parts within a reasonable period. If the Contractor becomes aware that the manufacturer of the parts used by Contractor for the product intends to stop their manufacture, the Contractor must inform the Client thereof immediately.

17. Advertising material

The Contractor may only make public the business connection that it has with the Client in advertising material with the Client's prior written consent.

18. Termination and withdrawal

1. Irrespective of any other termination and withdrawal rights, the Client is entitled to

terminate the contract with immediate effect or to withdraw from it if the Contractor commits acts within the meaning of §§ 333, 334 StGB (German Penal Code) (granting undue advantages, bribery) or it can be demonstrated that the Contractor committed serious misconduct which calls into question the Contractor's reliability. The Client can also demand compensation for all damages from the Contractor.

2. The Client can also withdraw from the contract or terminate it with immediate effect if insolvency proceedings or court settlement proceedings have been opened against the Contractor's estate or if the Contractor temporarily suspends its payments.

19. Security and in-house regulations

For deliveries and services on the premises and in the rooms of the Client, the security and in-house regulations of the Client in accordance with the tender, which in this case are an integral part of the contract, must be observed.

20. Non-disclosure / Data protection

1. The Contractor shall keep all images, drawings, calculations, and other documents and information received from the Client (hereinafter: "confidential information") as strictly confidential. These documents may only be disclosed to third parties with the prior written consent of the Client. This confidentiality obligation also applies after termination of the present contract; the obligation only expires if and to the extent that the confidential information becomes publicly known.
2. The aforementioned confidential information made available to the Contractor by the Client shall remain the property of the Client and must be returned to the Client unsolicited, free of charge, and as soon as it is no longer required for the execution of the contract.
3. Products that are manufactured according to documents drawn up by the Client or according to confidential information provided by the

Client, or with tools or replicas of tools of the Client, may only be used by the Contractor for test purposes; they may not be presented or delivered to third parties. This also applies to the standard products of the Contractor that have been modified in accordance with the Client's specifications.

4. The Contractor is prohibited from obtaining confidential information by means of reverse engineering. This includes all actions, including observation, testing, inspection, and dismantling, and, if necessary, reassembling, with the objective of obtaining confidential information.
5. The Contractor undertakes to process personal data, to treat them confidentially, and to not process the data for purposes other than stipulated in the contract – in accordance with Directive (EU) 2016/679, with the General Data Protection Regulation (GDPR), and the applicable national implementing provisions, as well as other relevant data protection regulations.
6. Personal data will only be passed on to third parties if this is necessary for the execution of the contract or if there is a legal obligation to do so. Insofar as third-party service providers are commissioned by the Contractor to fulfil the contract, these are contractually obligated to comply with data protection provisions in accordance with the GDPR.
7. In order to maintain the confidentiality, availability, and integrity of the personal data provided by the Client, the Contractor shall take technical and organisational measures to the extent stipulated by the pertinent data protection provisions. In particular, the Contractor shall obligate all its employees to confidentiality with regard to personal data and to instruct them accordingly, pointing out the fines and penal provisions of the GDPR.

21. Compliance and anti-corruption clause

1. The contracting parties expressly declare their desire to comply with the relevant statutory provisions pertaining to the contractual

relationship. In this light, the Client does not tolerate corruption and expects the Contractor to refrain from any form of corruption.

2. In particular, in connection with the contractual relationship, the Contractor and its employees undertake to comply with the applicable anti-corruption and money laundering laws, the laws pertaining to the protection of business secrets, the laws on ensuring compliance with collective agreements and minimum wage, as well as compliance with the antitrust, labour, and environmental protection regulations.
3. The Contractor must be able to verify or establish sufficient control and supervisory measures that effectively prevent misconduct on the part of its employees. If the Contractor becomes aware of the fact that it or its employees have violated one of the provisions stipulated in Section 21, or if there is a suspicion of a violation, the Contractor must notify the Client immediately and support the Client in any investigations.
4. If one of the obligations stipulated in Section 21 is violated by the Contractor or one of its employees, the Client is entitled, irrespective of other rights of withdrawal or termination, to withdraw from all contracts with the Contractor or to terminate them with immediate effect.
5. The other contractual and legal claims of the Client remain unaffected.
6. The Contractor will make every effort to ensure compliance with the obligations stipulated in Section 21 by its subcontractors.

22. Place of fulfilment and jurisdiction

The place of fulfilment for the Contractor is the registered office of the Client or another place of use designated by the Client. The exclusive place of jurisdiction is Hamburg, insofar as the Contractor is a trader.

23. Applicable law

The law of the Federal Republic of Germany applies. The provisions of the UN Sales Convention (UNCITRAL/CISG) and the collision regulations of international private law do not apply.

24. Final provisions

Should individual provisions of these GPC be ineffective, this shall not affect the effectiveness of the remaining provisions.