Sec. 1 Area of Application
1. These conditions of purchase apply to all business transactions and orders placed by customers with WIKA Mobile Control GmbH & Co. KG, unless modified or excluded in the written order. They apply to all sales, deliveries, and services associated to it in the sense of Articles 15, and following, of the Commercial Code (HGB). The application of other terms of conditions is excluded. They are only valid for goods and services provided. In the case of goods supplied, assumption of default interest is only permissible after prior written approval of WIKA Mobile Control. WIKA Mobile Control is entitled to deferment of payments by 2% in case of late payment of any kind. WIKA Mobile Control is entitled to set off of claims, even in case of services, acceptance of the service.
2. Additional conditions to these conditions of purchase, additional conditions or conditions which differ from these conditions of purchase will not become a subject matter of this contract, unless WIKA Mobile Control has explicitly approved of their validity in writing. These conditions of purchase also apply should WIKA Mobile Control accept a delivery from the supplier without reservation, although WIKA Mobile Control is aware of the supplier's conditions to the contrary or differing conditions.
3. Additional agreements or agreements differing from these conditions of purchase, which are stipulated between WIKA Mobile Control and the supplier, and which are accepted in writing, are to be stipulated in writing in the contract. This also applies to the waiving of this requirement of the written form.

Sec. 2 Conclusion of the Contract and Alterations of the Contract
1. An order is only binding if it has been placed by WIKA Mobile Control in writing or should the orders be placed orally, by telephone or with the help of any other communication devices, the order must be confirmed in a proper manner. An order which has been placed orally, by telephone or with the help of any other communication devices, and which the specification or nature and name is missing, is regarded as written. WIKA Mobile Control's non-communication concerning offers, requests or other declarations of the supplier is only regarded as an approval if it is explicitly stipulated in writing. To the extent to which the order contains factual and arithmetical errors or calculations errors, it is not binding for WIKA Mobile Control.
2. Before the conclusion of the contract, the supplier must inform WIKA Mobile Control in writing whether the ordered goods are subject to any export controls or other limitations of marketability pursuant to applicable regulations in the country of the respective delivery address. Otherwise, WIKA Mobile Control is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by WIKA Mobile Control.

Sec. 3 Delivery
1. WIKA Mobile Control must observe WIKA Mobile Control's requirements with regard to the dispatch of the goods, in particular Wikimedia Mobile Control's requirements with regard to the delivery date, transport, and packaging requirements. The delivery must be expected as per our prior written notification of WIKA Mobile Control. Otherwise, WIKA Mobile Control shall promptly inform WIKA Mobile Control of any irregularities. The delivery date and time of delivery are determined by the contractual parties. The delivery must be carried out by the supplier to WIKA Mobile Control or to the place mentioned in the order. In case of a delayed delivery on part of the supplier, WIKA Mobile Control is entitled to claim the delivery, and to put the goods in storage at the supplier's expense or to put them in storage at the supplier's expense, at the supplier's expense. WIKA Mobile Control is entitled to return the goods delivered early at the supplier's expense or to put them in storage at the supplier's expense.

Sec. 4 Passing of Risk, Acquisition of Ownership and Dispatch
1. The supplier bears the risk of accidental loss or accidental destruction regar of the goods supplied to WIKA Mobile Control. Should the supplier fails to ensure that the goods supplied to WIKA Mobile Control are covered by an insurance against risk of transport, the supplier is only regarded as an approval if it is
clearly stipulated in writing. If an order is only binding if it has been placed by WIKA Mobile Control in writing or should the orders be placed orally, by telephone or with the help of any other communication devices, the order must be confirmed in a proper manner. An order which has been placed orally, by telephone or with the help of any other communication devices, and which the specification or nature and name is missing, is regarded as written. WIKA Mobile Control's non-communication concerning offers, requests or other declarations of the supplier is only regarded as an approval if it is explicitly stipulated in writing. To the extent to which the order contains factual and arithmetical errors or calculations errors, it is not binding for WIKA Mobile Control.
2. Before the conclusion of the contract, the supplier must inform WIKA Mobile Control in writing whether the ordered goods are subject to any export controls or other limitations of marketability pursuant to applicable regulations in the country of the respective delivery address. Otherwise, WIKA Mobile Control is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by WIKA Mobile Control.

Sec. 5 Environmental Guidelines
1. The supplier guarantees that the relevant environmental guidelines and standards are adhered to in the manufacture, transportation, operation and recycling of the goods, including the WIKA Mobile Control environmental guidelines. By means of adequate information and training the supplier ensures that employees and contractors also adhere to these guidelines.
2. WIKA Mobile Control is obliged to establish, conduct and maintain a suitable environmental management system corresponding to DIN ISO 14001 Standards. If a certification exists, this certification is to be transmitted to WIKA Mobile Control in a regular checkup report or without certifying. If not, the supplier has the duty to inform WIKA Mobile Control regularly in writing on his corporate environmental protection measures.
3. The supplier is obliged to use environmentally compliant materials and components or materials modified in the sense of WIKA Mobile Control in writing regarding suggestions for innovations and improvements of the goods and production processes.
4. The supplier is bound to inform WIKA Mobile Control immediately and in writing if an environmental accident or other incident occurs. The supplier is bound to establish an alarm and countermeasure plans including coordination with the appropriate authorities, to update these regularly and to provide WIKA Mobile Control with same at any time upon request.

Sec. 8.2.1.1 Environmental Guidelines
1. The supplier confirms that locally existing directives on the environmental protection have been adhered to in the production of the goods supplied to WIKA Mobile Control. Should such legal directives not exist in the supplier's country, children under the age of 18 are not allowed to be employed for production purposes. The minimum legal age for dangerous work is 18 years.
2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

Sec. 7 Prices and Payment
1. The price stated in the order is binding. Unless otherwise stipulated, the price includes the costs for packing, shipment and insurance coverage up to the delivery address as stated by WIKA Mobile Control, as well as any customs duties and fees, and also any VAT. VAT is not included in the price, and will be separately indicated on the invoice in the statutory amount valid on the date of issuance of the invoice.
2. WIKA Mobile Control shall immediately inform the supplier of any deviations from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. The supplier may have regardi

Sec. 9 Warranties and Warranty Claims
1. The supplier guarantees that the product supplied is developed according to the state-of-the-art science and technology and complies with the relevant legal requirements as well as the guidelines and directives of authorities, professional organisations and associations. WIKA Mobile Control must be immediately informed in written form about any concerns which the supplier or any of his employees or agents may have in the order required by WIKA Mobile Control. Furthermore, the supplier guarantees that the products supplied are free from any other defects or deficiencies that would prejudice the safety, performance or durability of the product. The supplier is bound to inform WIKA Mobile Control immediately and in writing if an environmental accident or other incident occurs. The supplier is bound to establish an alarm and countermeasure plans including coordination with the appropriate authorities, to update these regularly and to provide WIKA Mobile Control with same at any time upon request.

Sec. 6 Child Labour
1. The supplier confirms that locally existing directives on the prohibition of child labour are adhered to in the production of the goods supplied to WIKA Mobile Control. Should such legal directives not exist in the supplier's country, children under the age of 18 are not allowed to be employed for production purposes. The minimum legal age for dangerous work is 18 years.
2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

Sec. 8.2.1.1 Environmental Guidelines
1. The supplier confirms that locally existing directives on the environmental protection have been adhered to in the production of the goods supplied to WIKA Mobile Control. Should such legal directives not exist in the supplier's country, children under the age of 18 are not allowed to be employed for production purposes. The minimum legal age for dangerous work is 18 years.
2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

Sec. 7 Prices and Payment
1. The price stated in the order is binding. Unless otherwise stipulated, the price includes the costs for packing, shipment and insurance coverage up to the delivery address as stated by WIKA Mobile Control, as well as any customs duties and fees, and also any VAT. VAT is not included in the price, and will be separately indicated on the invoice in the statutory amount valid on the date of issuance of the invoice.
2. The supplier will invoice WIKA Mobile Control in triplicate. Invoices and delivery notes without WIKA Mobile Control - order numbers, articles numbers, order dates or supplier numbers are regarded as invalid due to the inability to process them. Invoice duplicates and IP duplicates to be marked as such.
obligations arising from the Electronics Act. Insofar as the obligations arising from the Electronics Act apply to WIKA Mobile Control, the supplier is obligated to hold WIKA Mobile Control harmless of any and all obligations. The indemnity obligation applies to any and all expenses, claims, and charges resulting from non-performance, replacement or recall actions carried out by WIKA Mobile Control.

4. WIKA Mobile Control must indicate visible deficiencies within two weeks after the acceptance of the goods and hidden defects within six weeks after the acceptance of the goods. In case of deliveries which consist of a variety of goods identical in nature and quality, the supplier has to provide a representative portion of the goods delivered for deficiencies. If the goods cannot be sold as a result of the inspection, a reasonable random inspection of a random sample of one delivery of defective goods is deductible. The supplier can charge for this random sample of one delivery of defective goods, WIKA Mobile Control must also pay for the inspection costs and any other costs related to the defective items by the supplier or can assert warranty claims due to the whole consignment of goods. WIKA Mobile Control is entitled to reinspect the goods on its own at the expense of the supplier, if the supplier does not promptly begin with the inspection. WIKA Mobile Control will then charge the amount of up to € 500. Should an inspection of the goods go beyond the usual extent of the incoming products inspection as a result of defective goods, the supplier must bear the costs for this inspection.

5. The supplier is obligated to maintain an appropriate quality management system and to produce and check the goods to be supplied in accordance with this quality management system. If the supplier delivers production or inspection equipment, software, services, material or other preliminary deliveries from subcontractors, the supplier guarantees that also the goods to be delivered, the supplier will integrate these in its quality management system by contractual means or will ensure that the subcontractor will do the same. The supplier will carry out its own material testing. The supplier will keep records of the execution of the quality assurance measures and will make them available to WIKA Mobile Control at any time, if this is requested to be delivered in a clearly arranged and ordered way. The supplier will also provide a report of the results of each inspection to WIKA Mobile Control, explaining the records and hand out copies of the records as well as any samples. WIKA Mobile Control will check immediately after the delivery if the goods correspond to the order data and are appropriate for the proper course of business, if the goods correspond to the number and condition and are visible. A further inspection of incoming goods will not be carried out.

6. If a blocking by WIKA Mobile Control is required due to deficiencies of the goods delivered, WIKA Mobile Control can choose to place the goods into storage. If the supplier does not receive the goods within a reasonable deadline as stipulated by WIKA Mobile Control, if the remedial action has failed, or is not reasonable for WIKA Mobile Control or WIKA Mobile Control may require the measures required on its own at the expense of the supplier, WIKA Mobile Control will determine with the performance of the same. In case of minor deficiencies where the costs for the correction of such deficiencies amount to up to € 1,000, WIKA Mobile Control may require the measures required on its own at the expense of the supplier. In case of major deficiencies, WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and if, as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

6. WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

7. WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

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9. WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

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11. WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

12. WIKA Mobile Control is entitled to withdraw from the contract if such a hindrance continues for more than four months and as a result of the hindrance, the fulfillment of the contract is no longer in WIKA Mobile Control's interest. At the request of the supplier, WIKA Mobile Control will declare whether it will take advantage of its right of withdrawal after the expiration of the deadline if it will accept the goods within an appropriate deadline.

13. Provision of Objects and Production of Tools

1. WIKA Mobile Control retains the property in samples, models, designs, prototypes, and tools which are left with WIKA Mobile Control for the purpose of resale, the limitation period begins at the time of delivery and waiving of warranty claims by WIKA Mobile Control. In case of any defects of the goods, WIKA Mobile Control will grant WIKA Mobile Control Control access to the necessary material, services, material or other preliminary deliveries from sub-supplier or can assert warranty claims due to the whole consignment of goods. WIKA Mobile Control is entitled at its own choice and discretion to store, use, have been shipped to another location other than the delivery address as stated by WIKA Mobile Control after delivery, in case of defects of the goods. WIKA Mobile Control may require the measures required on its own at the expense of the supplier, if this is requested to be performed within a reasonable deadline as stipulated by WIKA Mobile Control, if the remedial action has failed, or is not reasonable for WIKA Mobile Control or WIKA Mobile Control may require the measures required on its own at the expense of the supplier.

2. WIKA Mobile Control shall ensure that the necessary material, services, material or other preliminary deliveries from sub-supplier are protected against unauthorised access during production, use, have been shipped to another location other than the delivery address as stated by WIKA Mobile Control after delivery, in case of defects of the goods. WIKA Mobile Control may require the measures required on its own at the expense of the supplier, if this is requested to be performed within a reasonable deadline as stipulated by WIKA Mobile Control, if the remedial action has failed, or is not reasonable for WIKA Mobile Control or WIKA Mobile Control may require the measures required on its own at the expense of the supplier.