



## General Terms of Purchase

### I. Area of Application

1. Our purchase orders are based solely on our General Terms of Purchase. Other terms will not become part of the contract, even if we have not expressly rejected them. Neither does our unreserved acceptance of supplies or services represent recognition or approval of other terms.
2. In ongoing business relationships, these General Terms of Purchase also apply for all future purchase orders, even if application of the same is not expressly agreed again.

### II. Written Form

Only orders placed in writing are binding on us. Verbal agreements are only binding when confirmed by us in writing. The same applies to amendments and additions to orders.

### III. Delivery Periods

1. Agreed delivery periods are binding. If delays are expected or have already occurred, the contractor must notify us immediately in writing.
2. The contractor has an obligation to compensate us for all damages caused by delayed performance, unless he proves that he is not responsible for the same.

### IV. Payments

1. The agreed price is binding and applies free house, provided that nothing to the contrary is agreed in writing when the contract is made. Packaging costs are included in the price. Statutory value-added tax must be entered separately.
2. Invoices are payable within 30 days of supply of the goods by the contractor and receipt of a due invoice.

### V. Warranty

1. The contractor's warranty will be based on legal rulings, provided nothing to the contrary is stipulated below.
2. The contractor warrants that all the items he supplies and all the services he renders comply with the state of the art and with relevant legal rulings, ordinances and other regulations at the time at which the contract is made and that he has no knowledge of upcoming changes.
3. The warranty period is 24 months, beginning upon delivery to the place of fulfilment. Defects in supplied items or services about which complaints are submitted during the warranty period will be remedied immediately by the contractor, either by repair or replacement of the defective parts at our discretion. The costs of rectification including all incidental costs, such as costs of transportation, travel and labour, will be paid by the contractor. Our right to require supply of a non-defective item or service is reserved.
4. Further warranty claims, in particular the right of rescission and possible damages claims, are not prejudiced thereby. If the contractor fails to meet his rectification obligation within a reasonable period set by us, we have the right to perform the necessary measures ourselves or have them performed by third parties at his expense and risk.

### VI. Safety and Environmental Protection

With regard to all items he supplies, the contractor is responsible for compliance with the relevant legal rulings, ordinances and other regulations, in particular all safety- and environment-related rulings, such as EU Directive 2002/95/EC (RoHS) and European Regulation 1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemical Substances (REACH). The contractor must label all supplied items in accordance with the relevant European directives for health- and environment-endangering substances and preparations. Electrical and electronic appliances and components of the same must meet the requirements of the RoHS directive and the laws, ordinances and other rulings issued for implementation of this directive. In addition the contractor must comply with the rulings of the REACH ordinance. To show compliance with the relevant regulations, the contractor must provide us with all the necessary documents, test certificates and other records free of charge.

### VII. Industrial Property Rights

The contractor warrants that no rights of third parties will be breached in the performance of the order or in the supply and use of the supplied item. He will hold us harmless in respect of all costs and expenses which we may incur in the event of claims by a third party.

### VIII. Confidentiality

1. The contractor must treat as strictly confidential all the commercial and technical information of which he learns through the business relationship and must not reveal it to third parties. This obligation does not apply if the relevant information is generally known without the contractor having breached his obligation or if it is made accessible to the contractor by a third party.
2. Documents and information provided for performance of the order remain our property and may only be duplicated subject to our prior written approval. Such duplications become our property when they are made and are to be surrendered to us free of charge on termination of the contractual relationship.

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**IX. Governing Law**

Solely the law of the Federal Republic of Germany shall govern the contractual relationship, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**X. Place of Fulfilment and Legal Venue**

1. If nothing to the contrary is agreed in individual cases, the place of fulfilment for all deliveries by us is our seat of business in Dillingen.
2. The sole legal venue for all disputes in connection with the contractual relationship is Dillingen.

**XI. Other Provisions**

1. If any contractual terms are ineffective, either in whole or in part, the effectiveness of the other terms will not be prejudiced thereby. Ineffective provisions are to be replaced by effective provisions that implement the original economic purpose as exactly as possible.
2. The contractor may only assign rights it holds against us to third parties subject to our prior written consent, with the exception of assignment of a monetary claim which we have recognised in writing or which has been finally confirmed by a court of law.
3. In accordance with the regulations in the German Federal Data Protection Act, we must point out that we store data connected with our business relationships and process it electronically.

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