

General Terms and Conditions of Purchase

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1. Validity and Scope of Application

These General Terms and Conditions of Purchase apply to all purchases, orders, deliveries, work, and services of Printec-DS HMI Solutions GmbH, unless otherwise expressly agreed.

They apply to business entities, legal entities under public law, and special funds under public law. Any deviating, conflicting, or supplementary terms and conditions of the supplier shall apply only if Printec-DS expressly acknowledges them.

The acceptance of deliveries or services, payments, or other acts of contractual performance shall not be deemed an acknowledgment of the supplier's deviating terms and conditions.

These Terms and Conditions of Purchase also apply to future business relationships with the supplier, provided they have been effectively incorporated.

2. Order of Precedence of Contract Documents

In the event of contradictions, the more specific provision generally takes precedence over the more general provision. Unless expressly agreed otherwise, the following order of precedence applies:

Rank	Document / Provision	Function
1	Individual written agreement / Framework agreement	Most specific and prevailing provision
2	Order and Order Confirmation, to the extent accepted	Individual Commercial Terms and Conditions
3	Drawings, Specifications, Data Sheets, samples, requirements specifications	Technical and product-related requirements
4	Quality assurance agreement	Quality-specific Supplier Requirements
5	Confidentiality Agreement / NDA	Confidentiality and Customer Protection
6	General Terms and Conditions of Purchase	General Commercial and legal framework
7	Supplier Code of Conduct	Basic Requirements for a Responsible Supply Chain

In the case of special documents, such as drawings, QSVs, or NDAs, their content applies only to the specific subject matter covered by each document. A deviating individual agreement may alter the order of precedence in specific cases.

3. Order, Order Confirmation, and Contract Formation

Orders from Printec-DS are placed in writing or via an electronic system. Verbal side agreements must be confirmed in writing to be binding.

The supplier shall immediately review orders for feasibility, price, quantity, delivery date, technical requirements, drawings, specifications, and other requirements.

Order confirmations must be submitted to Printec-DS without delay, generally no later than within five business days. Any deviations from the order, drawing, specification, price, delivery date, quantity, delivery terms, or other requirements must be clearly indicated.

If the supplier begins fulfilling the order without notifying Printec-DS of any deviations, this shall be deemed acceptance of the order under the terms specified therein, unless otherwise agreed.

4. Prices, Payment Terms, and Invoicing

The prices stated in the order or in any other agreement shall apply. Unless otherwise agreed, prices are exclusive of applicable sales tax.

Unless otherwise agreed, the terms of payment are 14 days with a 2% discount or 30 days net upon proper receipt of the invoice and complete delivery or performance.

Invoices must include the order number, supplier number, item numbers, service period, delivery quantity, delivery note number, and all information required by law. Missing or incorrect information may delay processing and the payment deadline.

Printec-DS is entitled to withhold payments appropriately in the event of incomplete, defective, or unverifiable deliveries, services, or invoices.

5. Delivery, Delivery Dates, and Terms of Delivery

Delivery dates and delivery periods are binding provided they are specified in the order, order confirmation, or other agreement.

Unless expressly designated as a “ready-for-pickup” date, the delivery date specified in the order refers to the date of receipt of the goods by Printec-DS.

Unless otherwise agreed, EXW / Ex Works applies in accordance with the applicable version of Incoterms. Any deviating delivery terms in the order or in a separate agreement take precedence.

If the supplier realizes that agreed-upon delivery dates, quantities, quality, or other requirements cannot be met, the supplier must immediately inform Printec-DS, specifying the reasons, consequences, and corrective measures.

Partial deliveries, over-deliveries, or under-deliveries are permitted only to the extent that Printec-DS expressly accepts them or they are clearly agreed upon for the respective order.

6. Packaging, Shipping, and Delivery Documents

The supplier shall package the goods in such a way as to prevent damage, soiling, corrosion, mix-ups, electrostatic damage, and other impairments to quality.

Each delivery must be accompanied by appropriate shipping documents. These must include, in particular, the order number, item number, delivery quantity, description, batch or serial numbers (if available), and any other information necessary for identification.

To the extent required for customs, export, preferential treatment, safety, hazardous materials, chemicals, RoHS/REACH, or customer specifications, the supplier shall provide the necessary accompanying documents in a timely and complete manner.

The supplier shall bear any additional costs resulting from missing, incorrect, or late delivery documents, to the extent that the supplier is responsible for such circumstances.

7. Receipt of Goods, Inspection, and Notification of Defects

Printec-DS inspects incoming shipments on a risk-based basis according to product type, criticality, externally visible deviations, and the respective internal requirements.

Printec-DS is not obligated to inspect every shipment in its entirety or to perform destructive testing. The supplier remains responsible for ensuring that the delivery complies with the contract, meets specifications, and is free of defects.

Obvious defects will be reported within a reasonable period after discovery. Hidden defects will be reported within a reasonable period after discovery.

Payment, acceptance, or recording of goods received does not constitute acknowledgment that the goods are free of defects.

8. Quality, Specifications, and Quality Assurance Agreement

The supplier shall supply only products and services that comply with the orders, drawings, specifications, samples, technical documentation, standards, legal requirements, and customer-specific requirements.

For suppliers and deliveries that are relevant to quality, Printec-DS may require or incorporate a quality assurance agreement. This agreement specifically governs requirements for quality management, sampling, change management, documentation, complaint handling, the 8D methodology, audits, and supplier development.

Deviations from agreed-upon requirements are permitted only with the prior consent of Printec-DS. Such consent applies only to the specific individual case and does not constitute a permanent change to the specification.

The supplier may not change materials, design, manufacturing processes, testing procedures, production sites, subcontractors, or other quality-related parameters—to the extent that such changes could affect quality, function, conformity, delivery reliability, or traceability—without informing Printec-DS in a timely manner and obtaining the necessary approval.

9. Product Conformity, Substances, RoHS/REACH, and Documentation

The supplier shall ensure that the products, materials, components, software, and services supplied comply with the applicable legal, regulatory, and contractual requirements.

Where applicable, this includes, in particular, RoHS, REACH/SVHC, safety data sheets, proof of materials and origin, CE/conformity requirements, substance restrictions, conflict minerals requirements, export controls, sanctions, and customer-specific declarations.

The supplier shall provide the required documentation, declarations, and information upon request in a complete, accurate, and up-to-date manner.

Any changes to materials, substance composition, regulatory status, source of supply, or subcontractors that may affect product compliance or declaration requirements must be reported to Printec-DS in a timely manner.

10. Export Controls, Sanctions, and Dual-Use Guidelines

The supplier shall comply with applicable export control, customs, sanctions, and foreign trade regulations.

The supplier shall immediately inform Printec-DS if any delivered products, components, software, technology, technical documentation, or services may be subject to export control restrictions, sanctions risks, or dual-use classifications.

Upon request, the supplier shall provide relevant classification information, references to export lists, ECCN details, customs tariff numbers, origin information, or any other information required for export, customs, or customer requirements.

11. Materials, Tools, Molds, Samples, and Data

Unless otherwise agreed, materials, components, tools, molds, samples, drawings, data, specifications, and other work materials provided by Printec-DS remain the property of Printec-DS or the respective rightful owner.

The supplier may use the materials provided exclusively for the agreed-upon purposes, must label them separately and clearly, handle them with care, protect them from loss, damage, and unauthorized access, and return them upon request.

Printec-DS must be notified immediately of any loss, damage, functional impairment, quantity discrepancy, or other irregularities.

The supplier may not transfer materials provided by Printec-DS, tools, molds, samples, drawings, or data to third parties, use them for third parties, or retain them to secure its own claims without Printec-DS's consent, unless mandatory statutory rights preclude this.

Maintenance, storage, insurance, transfer of ownership, surrender, scrapping, and costs associated with tools or molds may be regulated differently in individual contracts.

12. Defects, Complaints, Replacement Deliveries, and Costs

In the event of defects, deviations, or complaints, Printec-DS is entitled to its statutory and contractual rights.

The supplier shall assist Printec-DS with root cause analysis, containment, sorting, rework, replacement delivery, return shipment, credit issuance, customer clarification, and other appropriate measures.

Printec-DS may, at its discretion and taking the circumstances into account, assert the right to rectification, replacement, credit, price reduction, rescission, damages, or other statutory or contractual rights.

Costs arising from defects or deviations for which the supplier is responsible shall be borne by the supplier to the extent permitted by law and the contract. These may include, in particular, costs for inspection, sorting, rework, return shipping, replacement delivery, external inspections, charges to the customer, and necessary special measures.

In the case of quality-related complaints, Printec-DS may require an 8D report or a comparable structured action report. The specific quality and 8D procedures may be governed by a quality assurance agreement.

13. Supplier Evaluation, Suspension, and Alternative Sourcing

Printec-DS may evaluate suppliers based on quality, complaints, on-time delivery, quantity compliance, product conformity, responsiveness, cooperation, and implementation of corrective actions.

In the event of repeated, serious, or inadequately resolved nonconformities, Printec-DS may require corrective actions, restrict delivery approvals, suspend individual products, postpone orders, or reassess the business relationship.

To the extent permitted by law and contract, Printec-DS retains the right to procure alternative supplies in the event of non-performance or jeopardized performance of the contract and to claim any resulting additional costs, provided that the supplier is responsible for the breach of duty.

14. Confidentiality and Separate Non-Disclosure Agreements

The supplier shall treat all non-public information from Printec-DS as confidential. This includes, in particular, drawings, specifications, samples, data, prices, cost estimates, customer information, project information, technical documentation, and trade secrets.

Such information may be used only for the agreed-upon purpose. Disclosure to third parties is permitted only to the extent that it is necessary for the performance of the contract and is legally and contractually permissible.

Separate confidentiality agreements remain unaffected and take precedence over these Terms and Conditions of Purchase to the extent that they contain more extensive or more specific requirements.

15. Third-Party Rights and Intellectual Property Rights

The Supplier shall ensure that its deliveries and services do not infringe any third-party rights, to the extent that it can assess this based on its own development, manufacturing, delivery, or knowledge.

If third-party claims are asserted due to an infringement for which the supplier is responsible, the supplier shall assist Printec-DS in defending against and resolving such claims and shall indemnify Printec-DS against justified claims to the extent permitted by law.

Rights to drawings, data, specifications, samples, tools, trademarks, and other documents provided by Printec-DS remain with Printec-DS or the respective rights holder.

16. Supplier Code of Conduct and Sustainability Requirements

Printec-DS's Supplier Code of Conduct forms an integral part of the supplier requirements for relevant suppliers, to the extent that it is incorporated or brought to the supplier's attention.

The supplier shall comply with applicable legal requirements regarding human rights, working conditions, occupational safety, the environment, energy, data protection, information security, integrity, product conformity, export controls, and fair business practices.

Printec-DS may request evidence, self-disclosures, or information on a risk-based basis, to the extent that such information is necessary for customer requirements, management systems, sustainability reporting, or supplier evaluation.

17. Force Majeure and Disruptions to Performance

Events beyond a party's reasonable control may reasonably suspend performance obligations for the duration of the disruption, provided that the affected party is not responsible for the disruption.

The affected party shall immediately inform the other party of the nature, expected duration, effects, and planned countermeasures.

If the disruption persists for a significant period or substantially jeopardizes customer requirements, delivery capability, or project deadlines, the parties shall immediately agree on an appropriate solution.

18. Assignment, Set-off, and Retention

The supplier may assign claims against Printec-DS only with Printec-DS's prior consent, unless mandatory statutory provisions preclude such assignment.

The Supplier's rights of set-off and retention shall apply only to undisputed claims, claims that have been legally established, or claims that are ready for adjudication, to the extent permitted by law.

19. Governing Law, Jurisdiction, and Final Provisions

The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods, to the extent permitted by law.

The place of jurisdiction is, to the extent permitted, the registered office of Printec-DS. Printec-DS is also entitled to bring claims against the supplier at the supplier's general place of jurisdiction.

Should any provision of these Terms and Conditions of Purchase be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

Amendments and additions must be made in writing, unless a more stringent form is required by law.