



## Terms of Purchase

of müller co-ax gmbh (hereinafter referred to as "müller co-ax")

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## **§ 1. Scope**

**(1)** Our Terms of Purchase apply exclusively. Conflicting terms or the supplier's terms which deviate from our Terms shall not be recognized. These Terms of Purchase also apply in all cases in which müller co-ax accepts deliveries from the supplier without contradicting its conditions which deviate from these Terms of Purchase.

**(2)** Our Terms of Purchase apply exclusively to entrepreneurs, legal entities under public law and special funds under public law within the meaning of Section 310 German Civil Code (BGB).

**(3)** Our Terms of Purchase also apply to all future business dealings with the supplier.

**(4)** The following Terms of Purchase apply for the delivery of movable objects (Section 651 BGB). For services that also include repairs and service work, the following terms apply except for subsections 4, 5, and 9; in these cases, the relevant statutory provisions apply.

## **§ 2. Order placement**

An order is binding only if it has been placed in text form or in writing; orders placed by telephone are binding only if they are subsequently confirmed by müller co-ax in writing or in text form. The supplier does not need to issue an order confirmation. Any other agreements require subsequent confirmation by müller co-ax, with a fax or an e-mail (text form) sufficient here.

All orders are subject to these Terms of Purchase. If the supplier's general terms and conditions are in conflict with müller co-ax's Terms of Purchase, müller co-ax's Terms of Purchase shall nonetheless prevail if the supplier does not object to them within 3 days upon receipt of the order in writing, by fax, or via e-mail. Sending deviating general terms and conditions of the supplier or any other reference to its general terms and conditions shall not suffice. The objection shall be void if the supplier starts executing the order and informs müller co-ax of this. If a quality assurance agreement, framework agreement, or individual agreement exists between the supplier and müller co-ax, these shall take precedence to the extent that they deviate from müller co-ax's Terms of Purchase or the supplier's general terms and conditions.

### **§ 3. Terms of payment / Prices**

(1) Unless otherwise agreed in writing, the supplier's invoices are to be paid to müller co-ax within 14 days of receipt of goods and receipt of invoice with a 2 % discount, and within 30 days of receipt of goods and receipt of invoice strictly net.

The supplier is duty bound to submit the invoice in writing or by e-mail to EK-Rechnungen@co-ax.com.

Furthermore, a defect-free delivery is required for payments to be due.

The supplier's invoice must indicate the müller co-ax order no. and, where applicable, the müller co-ax item no. If the invoice is not provided in duplicate or if the aforementioned numbers are missing or incorrect, müller co-ax shall be within its rights to return the invoice unpaid to the supplier for amendment and/or correction. In such cases, the term of payment shall begin only upon receipt of the amended and/or corrected invoice.

(2) The price indicated in an order is binding. If nothing else is agreed, the price "DDP Friedrich-Müller-Str. 1, 74670 Forchtenberg, Germany" is quoted pursuant to Incoterms 2020 including packaging.

Changes due to cost increases occurring at a later date shall be excluded unless otherwise agreed upon.

(3) Mueller co-ax must be informed immediately in text form of any increase or decrease in price resulting from changes in the design, as well as a change in the agreed delivery date. In order to be binding, the relevant changes require written confirmation from müller co-ax before the ordered item is manufactured and delivered.

### **§ 4. Terms of delivery**

According to Incoterms 2020, the item ordered shall be delivered "CIP" (Carriage and Insurance Paid) to the delivery address indicated in the order. If the supplier delivers from overseas, the INCOTERM conditions for "DDP" (Delivered Duty Paid) shall apply. Where applicable, delivery is to be made according to prevailing GGVSEB regulations (German Ordinance on the Transport of Dangerous Goods by Road, Rail and Inland Waterways). The supplier's delivery documentation must indicate the müller co-ax order no., where applicable the müller co-ax item no., the goods no., the part weight, and the country of origin. Where necessary, the supplier shall provide additional documents/data according to the relevant requirements for foreign trade.

If terms of delivery according to Incoterms 2020 are agreed upon in which müller co-ax pays for transportation, transportation shall take place via a forwarding company approved by müller co-ax. Unless otherwise agreed upon, however, the supplier is responsible for notifying the forwarding company of the delivery. If the forwarder does not collect the goods as confirmed after notification, the supplier is to inform müller co-ax of this without delay.

## **§ 5. Transfer of risk / Place of fulfillment**

Upon the handover by the supplier of the item ordered by müller co-ax to the delivery address specified in the order, the risk of accidental loss or deterioration shall be transferred to müller co-ax. The place of fulfillment is the registered location of the delivery recipient indicated in the order.

## **§ 6. Delivery date and time / Default / Force majeure**

**(1)** The delivery date specified in the order is binding for the supplier.

**(2)** If a fixed, binding delivery date and/or time in accordance with subsection 1 is agreed upon, determined according to the calendar, or if the delivery date can be calculated according to the calendar starting from a certain event (e.g., receipt of order), the supplier shall be in default even without having received a warning.

**(3)** If the contractual partners specifically agree upon a provision deviating from subsection 1, and if the supplier owes performance, it shall be in default upon receiving a warning from müller co-ax.

**(4)** In the event of default, müller co-ax shall be entitled to compensation for losses due to default. müller co-ax shall be entitled to demand compensation for default in the form of a lump sum amounting to 2.5 % of the delivery value per full calendar week, but no more than 10 % of the total delivery value. Additional legal claims remain reserved. The supplier may furnish proof that lower losses were incurred as a result of the default.

Acceptance of late delivery or performance does not constitute a waiver of compensation for losses due to default.

**(5)** If the supplier receives a reasonable grace period for performance, müller co-ax may withdraw from the contract after this period expires without success and/or demand compensation for losses instead of performance.

**(6)** Such withdrawal does not require culpability on the part of the supplier.

**(7)** Force majeure, operational disruptions through no fault of its own, unrest, labor disputes, official measures and other inevitable events caused through no fault of its own (in particular the case of an epidemic, pandemic, including the known corona pandemic, a plague, or official measures such as quarantine orders) exempt müller co-ax from the obligation of timely acceptance. During such events, müller co-ax is entitled to withdraw from the contract in whole or in part, provided the events are not of insignificant duration, and the requirement no longer exists.

## **§ 7. Notification obligation in case of defects / Incoming goods inspection**

müller co-ax or the direct delivery recipient shall undertake to inspect the goods within a reasonable period to ensure that the goods delivered correspond to the ones ordered, for quality deviations, as well as externally recognizable damage. müller co-ax shall notify the supplier immediately of any defects identified during this inspection. The supplier absolves müller co-ax from needing to conduct further incoming goods inspections at müller co-ax – provided that this is lawful. In the event of any other defects identified by müller co-ax only during the processing or intended use of the goods delivered, müller co-ax shall report these defects immediately upon gaining knowledge of them. To this extent, the supplier shall not object to late notification of defects.

## **§ 8. Description of item ordered / EU REACH chemicals regulation / 2011/65/EU (RoHS directive)**

**(1)** Insofar as the supplier receives drawings, samples, information or other regulations from müller co-ax, these are solely decisive for the type, quality and design of the ordered item or the service to be provided. In all cases in which müller co-ax specifies drawing numbers, change indexes or similar in the order information, the supplier is allowed to manufacture according to these specifications only. If the supplier does not have certain drawings, it shall request them from müller co-ax. müller co-ax will provide them free of charge.

If müller co-ax requests type or initial samples, series production that begins simultaneously will only be approved by müller co-ax once müller co-ax has approved and authorized the samples or series of samples in writing.

If the supplier has any doubts regarding müller co-ax's specifications, müller co-ax shall be informed of this in writing without delay before series production begins. In such cases, series production shall begin only after receiving subsequent written instructions from müller co-ax.

**(2)** The supplier must comply with the recognized rules of technology and the applicable safety regulations for its deliveries. Insofar as the supplier has received drawings, samples or other regulations or documents from müller co-ax, it will comply with them in terms of the design and quality characteristics of the delivery item. Changes to the delivery item, an already approved production process or its relocation to another site require timely notification in text form by the supplier and the prior express consent of müller co-ax in the same form.

Regardless of the success of sampling, the supplier shall continuously inspect the quality of the delivery items.

**(3)** The supplier shall ensure that the requirements of the EU REACH Chemicals Regulation (Regulation (EC) No 1907/2006, OJ EU dated 12/30/2006) – hereinafter "REACH" – are adhered to, in particular that pre-registration and registration take place within the deadlines. Under no circumstances is müller co-ax obliged to carry out the (pre-)registration. The supplier is aware that the products cannot be utilized if the requirements specified in REACH are not completely and properly met.

**(4)** Furthermore, the supplier shall ensure that the requirements of the EU directive 2011/65/EU with CE marking requirements (RoHS Directive), implemented in Germany through the Ordinance on the Restriction of Use of Certain Hazardous Substances in Electrical and Electronic Equipment (ElektroStoffV) – hereinafter "RoHS" – are complied with. Additionally, the supplier guarantees that all goods it delivers – in cases where they are obtained from sub-suppliers – also comply with the requirements of RoHS. In this respect, the supplier has the status of a manufacturer, and shall fulfill all obligations resulting from RoHS. This applies in particular to all (pre-)registration obligations.

**(5)** The supplier shall be liable to müller co-ax for all losses resulting from the culpable non-adherence to existing statutory regulations as specified in the aforementioned provisions (paragraphs 3 and 4).

**(6)** The supplier is aware that the goods cannot be utilized if the requirements based on the legal regulations in accordance with paragraphs 3 and 4 are not completely and properly fulfilled.

**(7)** Furthermore, during the fulfillment of its contractual obligations, the supplier shall comply with all statutory and official regulations with regard to environmental protection.

**(8)** The supplier shall indemnify müller co-ax against all and any consequences, in particular losses and any claims from third parties against müller co-ax, which result from the supplier culpably not completely fulfilling the aforementioned regulations as mentioned in paragraphs 3 and 4, or not doing so in a timely fashion.

## **§ 9 Statutory warranty**

**(1)** The supplier is hereby notified that the ordered item may also be installed in müller co-ax products, which is why the unrestricted functionality of the ordered item must be guaranteed. If the supplier has not manufactured the ordered item itself, it shall inform the manufacturer or upstream supplier of this.

**(2)** The supplier guarantees for the duration of 36 months, beginning with the acceptance of the ordered item, that it shall be free from defects. In particular, this includes unrestricted functionality and the qualities agreed upon.

**(3)** Acceptance is the point in time starting at which müller co-ax or the delivery recipient has the opportunity to inspect the ordered item as part of normal business operations at müller co-ax or the delivery recipient.

**(4)** müller co-ax is entitled to the full statutory warranty claims. müller co-ax may demand supplementary performance, and shall be allowed to choose between the remedying of the defect or the delivery of a defect-free item.

This also includes expenditure arising as a consequence of defective products incurred through combination, mixing, or processing with the ordered item.

If müller co-ax has set the supplier a reasonable deadline for this, after the deadline has expired, müller co-ax is entitled to unlimited statutory warranty claims in accordance with Sections 437, 440, 441 BGB, whereat this includes, in particular, the right to reduce payment or the right to withdraw from the contract and, apart from withdrawal, the right to compensation for losses instead of performance, or alternatively, the entitlement to reimbursement for wasted expenditure.

Statutory warranty limitations in the supplier's general terms and conditions shall not be accepted.

It is agreed that functionality in the context of the aforementioned provisions only exists if the relevant accident prevention regulations are adhered to.

## **§ 10 Product liability**

**(1)** If claims are made against müller co-ax by a third party due to product liability, the supplier shall undertake to indemnify müller co-ax against all compensation claims for losses upon first being requested to do so as part of its own obligations according to the product liability law. This also applies to losses resulting from a recall operation.

**(2)** The supplier shall undertake to maintain product liability insurance with a coverage of 5 million euros per instance of personal injury / material damage. The supplier shall furnish proof of this upon request by müller co-ax.

**(3)** In cases in which a recall operation or an ownership notification program is necessary to fulfill a legal requirement, a regulation, ordinance, or any other official requirement or as a safety measure to avoid personal injury, material damage, or death, or in the case of other field or service operations, the costs, including, among others, labor, transportation, and traceability costs, shall be split based on the shared culpability/fault that can be ascribed to müller co-ax and/or the supplier (Section 254 BGB).

müller co-ax shall inform the supplier – to the extent possible and reasonable – of the content and scope of the recall operations to be carried out or of other field or service operations, and shall give the supplier the opportunity to comment. All other legal claims remain unaffected by this.

## **§ 11. Retention of title / Devices and tools**

**(1)** In cases in which co-ax provides the supplier with parts, müller co-ax shall retain ownership of them. Processing or remodeling by the supplier shall be performed exclusively for müller co-ax. If the goods are processed or mixed, müller co-ax acquires joint ownership of the new item in the ratio of the value of the parts provided by müller co-ax to the other processed items at the time of processing.

**(2)** The supplier explicitly agrees that parts, devices, and tools which are the property of müller co-ax, as well as all documents from müller co-ax, shall not be utilized for the manufacturing or design of products for third-party customers without prior consent from müller co-ax in written form or text form.

**(3)** In cases in which parts, devices, and tools owned by müller co-ax are damaged or destroyed while in the possession of the supplier, the supplier shall provide compensation for losses equivalent to the original value. müller co-ax may require that these parts are insured at least against fire, water and theft at their original value and at the supplier's expense, and that these insurance policies are maintained by the supplier.

Where applicable, proof of such insurance shall be furnished to müller co-ax upon request.

In all cases of damage to or the destruction of parts, müller co-ax shall be notified of this without delay.

Upon the full payment of the purchase price for the product, ownership of such is transferred to müller co-ax. Any extended or expanded retention of title to the products delivered on the part of the supplier shall be considered null and void.

## **§ 12. Rights of third parties / Property rights**

The supplier guarantees that all deliveries, products, and services are free of third-party rights, even if it has pointed out such rights during the acceptance of the order or at a later time, but executes the order nonetheless.

In particular, the supplier guarantees that the delivery of the ordered item does not violate any third-party property rights. If müller co-ax becomes aware of such a violation of the law or the rights of third parties, or if a third party makes direct claims against müller co-ax because of such violations, müller co-ax can demand that the supplier remedy the violation of law or the rights of third parties immediately and/or indemnify müller co-ax from any claims that may arise from a possible violation of the law and claims by third parties. If müller co-ax has granted the supplier a reasonable grace period for this purpose, müller co-ax may withdraw from the contract after the expiry of this period, and in the case of culpability on the part of the supplier, require compensation for losses instead of performance, or reimbursement for wasted expenditure.

## **§ 13. Preliminary work**

Even if an order is not placed, the compilation of drafts, invoices calculations, quotes, etc. for müller co-ax shall be free of charge unless otherwise agreed in writing.

## **§ 14. Confidentiality**

The supplier shall undertake to hold all images, drawings, calculations and all other documents and information it is provided with in the strictest confidence and to maintain their secrecy. All documents are the exclusive property of müller co-ax. Company and trade secrets shall only be disclosed to third parties with prior, express consent from müller co-ax.

These confidentiality obligations also apply after the end of the respective delivery contract. In particular, the supplier shall not use the knowledge for its own manufacturing purposes or for deliveries to competitors of müller co-ax. müller co-ax reserves all rights in this regard (inter alia, in the event of a patent or utility model registration for new features).



## **§ 15. Assignment to third parties / Subcontractors**

(1) The assignment of claims or other rights of the supplier to third parties is ruled out without prior written consent from müller co-ax.

(2) The same applies to the transfer of orders placed by müller co-ax to the supplier to third parties/subcontractors. müller co-ax will not withhold consent without just reason.

## **§ 16. Right of withdrawal and termination**

In addition to the statutory rights of withdrawal and the right of withdrawal in the event of force majeure in accordance with Section 6 para. 7, müller co-ax is entitled to withdraw from the contract if the supplier's financial situation deteriorates or appears likely to deteriorate, the supplier becomes insolvent, or the supplier suspends payments, and this endangers the fulfillment of the delivery obligation. The same applies in the event that insolvency proceedings or comparable debt settlement proceedings are opened against the supplier's assets, or the opening is rejected due to insufficient assets.

If there is a continuing obligation, there is a right to extraordinary termination under the conditions mentioned.

In this case, the supplier – subject to further legal claims by müller co-ax – must compensate for the resulting loss, unless it is not culpable for the right to withdraw from or terminate the contract being invoked.

## **§ 17. Place of fulfillment / Place of jurisdiction**

(1) The place of fulfillment is the registered location of müller co-ax or the delivery recipient agreed upon.

(2) The place of jurisdiction for all obligations from this contractual relationship shall, where legally permissible and depending on factual competence, hereby be the Künzelsau Local Court or the Heilbronn Regional Court. müller co-ax shall also be entitled to file suit at the registered location of the supplier's company headquarters, as well as at all other permissible locations.

## **§ 18. Applicable law / Language of contract**

(1) The laws of the Federal Republic of Germany shall be authoritative for all legal disputes arising directly or indirectly from the contractual relationship.

(2) The provisions of the "United Nations Convention on Contracts for the International Sale of Goods (CISG)" and of other conflicting laws shall not apply.

(3) The language of the contract is German.

**§ 19. Partial invalidity**

If individual provisions of these Terms of Purchase should be or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions are to be replaced with valid provisions that most closely approximate their purpose.

Forchtenberg, March 2023