

General Terms and Conditions of Purchase

ATIS systems GmbH, Bad Homburg

1. Scope

1.1 These General Terms and Conditions of Purchase ("Allgemeine Einkaufsbedingungen") of ATIS systems GmbH (hereinafter referred to as "ATIS") shall apply to all orders exclusively. Any contradictory terms and conditions only apply if they are explicitly approved by ATIS in writing. The acceptance of deliveries and services or their payment is not considered as approval of the terms and conditions of our suppliers or contractors (hereinafter referred to as "Contractor").

1.2 Upon initial delivery or initial performance of services based on these General Terms and Conditions of Purchase, the Contractor shall recognise their exclusive validity for all further orders of ATIS.

2. Orders

2.1 Our orders as well as amendments or supplements on orders must be in writing.

2.2 All terms, specifications, standards or other documents or documentation which are enclosed to an order or named therein are an integral part of the order.

3. Delivery and Service Periods

3.1 Stipulated delivery and service dates are binding. If delays are to be expected or have occurred, ATIS must be notified immediately in writing.

3.2 If a delivery or service is not performed within a grace period set by ATIS, ATIS is entitled to reject acceptance, cancel the contract and to request damage claims for non-performance without further warning.

3.3 If a contractual penalty is agreed upon and incurs in the event of delays, ATIS may impose it until payment of the invoice for deliveries and services performed late without having to reserve this right upon acceptance of the delivery or service.

4. Prices

4.1 All prices are maximum prices. If the Contractor reduces its prices for the order between the order and the payment of an invoice, ATIS must only pay the reduced price.

4.2 Unless otherwise expressly agreed in writing, the prices include all expenses and transport costs including packaging, insurance and all other ancillary costs in conjunction with deliveries and services.

5. Handling of an Order, Partial Delivery and Service

5.1 Sub-orders require ATIS' written approval; this does not apply if only the supply of merchantable products is involved.

5.2 Partial deliveries or services require our previous written approval.

5.3 A delivery certificate need to be enclosed which includes our order number and the name of the content by type and quantity.

5.4 For devices, a technical descriptions and an operating manual must be supplied free of charge.

5.5 For software products, the delivery obligation is only considered to have been fulfilled when the complete system and/or user documentation has been transferred. Software developed especially for ATIS shall also be provided in the source format along with the documentation.

6. Invoices, Maturity, Assignment, Set-off

6.1 Invoices are to be sent to us by separate mail and must include our respective order number, the invoice date and need to correspond in language with our order names. Invoices, not containing these information can be sent back by us and do not constitute maturity.

6.2 Payments become due at the earliest upon receipt of the products and the invoice. The day on which the bank has received our transfer order is considered to be the payment date.

6.3 Unless otherwise agreed in writing, payment of properly submitted invoices will be made within 14 days with a 3% discount or within 60 days net.

6.4 Payments can not be considered as acceptance of delivery or service according to the contract. In case of defective or incomplete delivery or service, ATIS shall be entitled to retain reasonable amounts of payment until duly fulfilment.

6.5 Assignment of claims against ATIS requires our written consent.

6.6 The Contractor may off-set only those claims that are undisputed or against which no legal recourse is possible.

7. Safety, Environmental Protection

7.1 All deliveries and services must meet statutory regulations, particularly the safety and environmental provisions. Upon request corresponding certifications or proof of compliance are to be submitted to us free of charge.

7.2 Prohibited materials may not be used for deliveries and services. In particular, no materials may be used in manufacture of products and packaging supplied to us which are in contradiction to the material prohibitions of the directive 2011/65/EU (RoHS 2).

7.3 Regarding deliveries and services, only the Contractor is responsible for compliance with any accident prevention regulations. Instructions of manufacturers need to be observed; any safety equipment shall be provided free of charge.

8. Import and Export Terms

8.1 Fulfilment of deliveries and services shall only be made by indicating the sales tax identification number.

8.2 The Contractor shall be obliged to act in compliance with all relevant import and export regulations and to provide all corresponding information at its own expense; the Contractor shall allow inspections by the (customs) authorities and provide any required official statements.

8.3 Items which are subject to export regulations or US export or re-export regulations shall be identified in the order confirmation or invoice.

9. Transfer of Risk, Transfer of Title

9.1 In case of delivery without setting-up or installation the risk shall be transferred upon receipt at the place of delivery (cf. clause 17.1) and in case of delivery including setting-up or installation it shall be transferred to us when acceptance statement is granted; commissioning or usage does not replace our acceptance statement.

9.2 Title of delivered products is transferred to us immediately upon payment. Any extended or expanded retention of title of Contractor is excluded.

10. Examination and Notice of Non-Conformity

10.1 ATIS shall examine delivered products only in terms of externally recognisable damages and externally detectable deviations in identity and quantity. Such defects are to be reported to Contractor immediately. ATIS reserves the right to perform an extended examination after receipt of the products. Otherwise, we will report defects as soon as determined according to the circumstances of proper business transaction. To this extent, the Contractor agrees to waive objection to delayed defect report.

10.2 Defective products will be returned to the Contractor at his expense. Furthermore, we are authorised to recollect the previously paid and debited invoice amount.

11. Warranty for Defects in Title and Quality

11.1 Defective deliveries or services must be remedied at ATIS' discretion immediately. If a defect cannot be remedied within a reasonable grace period, we can choose to either cancel the agreement or reduce compensation and also demand compensation for damages.

11.2 In urgent cases, in particular when operational safety is jeopardised or to prevent high damages, we are authorised to remedy minimal defects by ourselves; in the event of a delay with remediation of a defect, after information of the Contractor and expiration of a reasonable period to remedy the defect, we are also authorised to remedy the defect and any resulting damages or ask for remediation by a third party at the expense of the Contractor. This also applies in the event of a delayed delivery or service if the defect must be remedied immediately in order to prevent our own delay in delivery.

11.3 The warranty period is 24 months following the transfer of risk (cf, number 9.1). Expiration of the warranty period is suspended for the period beginning with sending the defect notice and ending upon the transfer of risk of a defect-free product.

11.4 For the rest statutory regulations remain unaffected.

12. Liability

Liability of ATIS towards the Contractor is excluded; this does not apply in the event of malicious intent or gross negligence or if liability is legally mandatory, particularly in the event of injury to life, body or health or in the event of violation of major contractual obligations. In the event of negligent violation of major contractual obligations, the liability of ATIS is limited to typically foreseeable damages.

13. Third Parties' Industrial Property Rights, Indemnity for Defects in Title and Quality

13.1 The Contractor assures that no industrial property rights of third party are violated in conjunction with the delivery or service.

13.2 The Contractor shall indemnify ATIS from all claims of third parties – for any reason whatsoever – due to defects in title or quality of a delivery or service and shall remunerate ATIS for essential costs of legal proceedings.

14. Documents, Specifications, Provision of Material

14.1 All documents, data, specifications and objects (samples, models) provided to the Contractor in conjunction with the order as well as other enclosed materials remain the property of ATIS and must be returned to ATIS without request immediately upon execution of the order including any prepared duplicates. The right of retention is excluded. These documents and objects may only be used for execution of the order and may not be transferred or made available to third parties.

14.2 All documents, objects and other enclosed materials are to be provided to the Contractor with no compensation, shall be stored separate from other matters with the prudence of a proper business man and need to be identified as ownership of ATIS. The Contractor shall be liable and indemnify ATIS for damages.

15. References, Advertising, Trademark Protection

The Contractor is not authorised to use information on an intended or existing contractual collaboration as a reference or for marketing purposes without ATIS' prior written consent.

Among other things, the names "ATIS" and "UHER" are protected to us by trademark; any usage of these names requires our express written authorisation.

16. Confidentiality, Data Protection

16.1 The Contractor is obliged to keep information, received from ATIS in conjunction with an order, confident and not to pass the information to third parties. In addition hereto, a confidentiality agreement concluded separately between ATIS and the Contractor applies.

16.2 The Contractor irrevocable agrees that personal data will be handled and processed in accordance with legal regulations.

17. Miscellaneous

17.1 Place of performance for deliveries and services shall be ATIS' address as indicated in an order.

17.2 If the Contractor is a merchant, place of jurisdiction shall be the registered ATIS headquarter. However, ATIS shall be entitled to claim against the Contractor at the Contractor's place of business.

17.3 German law applies with exclusion of the UN Uniform Sales Law (CISG).

17.4 If individual provisions of these General Terms and Conditions of Purchase should be or become invalid, in full or in part, the validity of the remaining provisions shall remain unaffected.

17.5 These General Terms and Conditions of Purchase are drawn up in German and English language. In case of doubt about the interpretation of their terms and conditions the German version shall be binding.