

steep GmbH - General Terms and Conditions of Purchase

Stand: 12/2022

I. General Terms and Conditions

§ 1 Application

(1) These terms and conditions of purchase shall apply exclusively to all purchases (orders) of goods and the provision of other services to steep, unless governed by special terms and conditions. Differing or contrary terms shall not apply except if expressly agreed upon in writing.

(2) These terms and conditions of purchase shall also govern all future transactions between the parties and shall also apply if we accept delivery despite our knowledge of differing or contrary terms.

§ 2 Offer, Offer Documents

(1) Our order can only be accepted by the contractor (hereinafter also referred to as "supplier") within a period of 2 weeks, otherwise steep is no longer obliged to the order.

(2) We shall retain ownership and copyright of order documents, drawings and other documents; they may not be disclosed to third parties without our prior written approval. The documents shall be returned immediately if the approval is not granted or after completion of the order.

§ 3 Prices, Payment

(1) Prices include delivery to our facilities, including the respective statutory VAT and including any and all costs for packaging, except as otherwise expressly agreed upon.

(2) All invoices must be in triplicate and include the order number of steep GmbH.

(3) Invoices are due for payment within 30 days of receipt without deduction. For payments within 14 days 2% discount will be granted.

§ 4 Delivery Time

(1) All delivery dates stated in the order or otherwise agreed upon are binding. Furthermore, the supplier is obliged to provide his services to steep in sufficient time for steep to meet the agreed deadlines with its end customer.

(2) The supplier shall immediately inform steep of any threatening or existing delay in delivery, the reasons for such delay and the anticipated duration of such delay. The foregoing shall not affect the occurrence of a default in delivery.

(3) In case of delay, steep may claim a contractual penalty of 1% of the order value per week, but not exceeding 10 %, unless expressly agreed otherwise. Other legal claims remain unaffected.

§ 5 Retention of Title, Provision

(1) If steep provides the supplier with goods, steep reserves the right of ownership to these goods.

(2) If these parts are processed with others, steep shall obtain joint ownership of these goods according to the value of the goods provided by steep in relation to the other goods at the time of processing.

(3) The supplier is obliged to carry out any necessary maintenance and inspection work on items provided by steep at his own expense and to adequately insure such items - especially in case of transport from and to third parties - and to prove this to steep upon request.

§ 6 Hazardous substances, Environmental Protection

(1) The supplier shall declare in a legally-conformant and permanent way that the articles and products supplied by him meet the requirements of the currently valid version of the RoHS Directive (Directive 2011/65/EU of the European Parliament and the Council of 8 June 2011 on the restriction of the use of certain hazardous substances in electrical and electronic equipment).

(2) At all times the supplier is obliged to observe all requirements of applicable national or European Law, particularly the requirements of the currently valid version of Regulation (EC) No. 1907/2006 (REACH Regulation) with regard to the handling of chemical substances.

He will comply with his obligations according to Articles 31 to 33 of the Regulation and, in addition, will immediately provide steep with all information necessary for the contractual use of the supplies, irrespective of any special request.

(3) Each delivery shall be supplied with an up-to-date version of the safety data sheet in accordance with Regulation (EC) No. 1907/2006 (REACH Regulation) in accordance with Article 31.

(4) Any supplier based outside of the EU commits himself to assume his obligations as an importer with respect to the REACH Regulation.

§ 7 Export

(1) The contractor shall comply with all customs and export restrictions.

(2) The contractor commits himself to provide steep with all necessary completed documents, in particular

- to inform steep immediately, if the product is listed according to valid EU and US export control laws with the indication of the list position (AL-, Dual Use-, ECCN-Position),
- to inform steep about all documents required by steep immediately after the conclusion of this contract or the confirmation of an order,
- to inform steep no later than upon delivery about all applicable export and re-export restrictions and regulations and to inform steep of the relevant documents, list position in accordance with EU and US export control laws, distinct product descriptions, indication of the country of origin (two-digit ISO code) and customs tariff line. This information shall be included on each invoice.

§ 8 Acceptance

(1) Acceptance of contractually agreed services shall be executed after completion. Unless contractually agreed otherwise, partial acceptance shall not be performed.

(2) Acceptance of the work shall be recorded in a protocol signed by both parties.

(3) If the service is not provided in accordance with the contract and steep therefore rightly refuses acceptance or if acceptance is subject to the correction of defects listed in the protocol, the contractor is obliged to perform the service in accordance with the contract immediately and to eliminate the defects, to inform steep of the expected time for eliminating the defects and to notify steep of this after completion of rework.

(4) A preceding quality inspection (e.g. according to § 12 VOL/B) or partial acceptance for partial services - if agreed - does not replace the general acceptance.

(5) If the services do not correspond with the subject matter of the contract or if the services are defective, steep can refuse acceptance. At steep's request, the contractor is obliged to remedy the defects free of charge.

§ 9 Passing of Risk, Documents

(1) The risk of accidental loss or accidental deterioration of the goods shall pass to steep upon correct and complete delivery to the specified destination.

(2) The supplier is obliged to indicate the exact steep order number on all shipping documents and delivery notes. If the supplier fails to do so, steep is not responsible for delays in processing.

(3) The supplier is obliged to enclose a manufacturer's declaration or a declaration of conformity (CE) for the delivered goods in accordance with the corresponding directives of the European Union or other statutory regulations.

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(4) For the electronic sending of invoices the supplier is obliged to use exclusively the mailbox RW-Bonn@steep.de.

§ 10 Liability, Warranty

(1) steep reserve all rights and remedies for non-conformity provided by applicable law. steep is especially entitled, upon its election, to claim remedy of defects, delivery of conforming goods, and damages respectively.

(2) In case of imminent danger steep is entitled, after giving notice to the supplier, to remedy the defects on the supplier's cost.

(3) Obvious defects shall be notified within 2 weeks after transfer of risk. In case of hidden defects, this period shall commence upon discovery of the defect.

(4) Warranty claims shall become time-barred after 36 month of the passage of risk.

§ 11 Product Liability, Insurance

(1) The supplier shall, upon first demand, indemnify steep and hold steep harmless from and against any and all liability or claims of third parties based on the manufacture, delivery, storage, or use of the delivered goods. The above indemnification shall not apply if the claim is based on steep's intentional or grossly negligent breach of duties.

(2) The supplier shall, at all times during the term of the contract, maintain general liability insurance and product liability insurance, which are customary in the sector.

(3) Further claims for damages shall remain unaffected.

§ 12 Defects of Title

(1) The supplier guarantees that the goods or services are delivered free of third-party rights and that no third-party rights are infringed by the delivery and the contractual use. The supplier indemnifies steep from any claims of third parties upon first request.

(2) Legal claims arising from defects of title shall become time-barred in accordance with § 10 (4).

§ 13 Rights of Use

(1) steep receives the rights of property and usage to all services provided by the contractor, in particular results, knowledge, samples, models, know-how, inventions, results protected by copyright, protected and unprotected computer programs including source program and source code as well as documentations, reports, documents, suggestions, ideas, drafts, designs, suggestions, etc. (hereinafter collectively referred to as "work results").

(2) steep receives an exclusive, gratuitous, irrevocable, transferable right of usage – irrespective of time, location, and content – to all types of usage with or without copyright designation, and without specific consent by the author.

(3) If the work results are patentable, steep is authorized, to apply for patent rights in Germany and abroad at its own expense and in its own name, to pursue them further and to discontinue them at any time.

The contractor shall immediately inform steep about work results that are patentable and provide all necessary information.

(4) The aforementioned transfers of rights shall be compensated for with the remuneration of the Contractor as regulated in the order.

§ 14 Termination

steep is entitled to completely or partially terminate the contractual relationship at any time. The provisions of § 648 BGB (German Civil Code) shall apply to the remaining settlement.

§ 15 Transfer of Rights, Sub-Orders

(1) The supplier may assign its rights and claims against steep to third parties only with our prior written consent.

(2) Subcontracting the ordered delivery or service to third parties requires the prior written consent of steep.

§ 16 Data Protection

The contractor ensures that all persons entrusted with the performance of this contract observe the legal provisions on data protection, especially the General Data Protection Regulation (GDPR).

§ 17 Compliance

(1) The contractor agrees to comply with the "Code of Conduct for Suppliers of the steep GmbH" valid at the time of conclusion of the contract. This can be found online on the steep website (<https://www.steep.de>).

(2) If the contractor is committed to another code of conduct, a written confirmation of the other code of conduct becomes part of the contract instead. A serious breach of the obligations specified in the respective code of conduct shall be regarded as a significant breach of contract by the contractor.

§ 18 Applicable Law, Jurisdiction, Severability Clause

(1) The law of the Federal Republic of Germany shall apply. The UN Sales Convention is excluded.

(2) The exclusive place of jurisdiction shall be Bonn, if the supplier is a merchant, legal entity under public law or special federal funding.

(3) Place of performance shall be the registered office of steep, except as otherwise specified in the order.

(4) If any provision of these General Terms and Conditions of Purchase or of the contract is or becomes invalid or void, all remaining provisions shall continue to apply. The parties commit themselves to replace ineffective or void provisions by new provisions which comply with the economic content of the ineffective or void provisions in a legally permissible manner. The same applies if a regulation turns out to be missing in the General Terms and Conditions of Purchase or in the contract.

II. Special Provisions of Orders for the Fulfilment of a Contract with a Public Client

If the order letter indicates that the order serves the fulfilment of a contract whose end customer is a public client, the following special provisions shall also apply.

§ 19 Order to Fulfil a Contract with a Public Client

(1) If the order serves the fulfilment of a contract with a public client, the VO PR 30/53 applies. The contractor is subject to a price assessment if the contract between steep and the public client requires this.

(2) In the case of cost prices according to §§ 5, 6 and 7 VO PR 30/53, the contractor is obliged to have himself treated in the same way with regard to profit margin and rate of imputed interest as if he were in an immediate contractual relationship with the public client.

(3) In case of cost reimbursement prices, if the contractor realizes that he will not be exploiting the resources stated in the order form, he is to inform steep thus immediately.

(4) In case of cost reimbursement prices, if the contractor realizes that the resources stated in the order form will not suffice, he is to inform steep thus immediately at the latest when 80 % of the contract value have been reached.

(5) For travel expenses, the standard contractor company rates apply, not exceeding the maximum rates recognized by tax after deduction of input tax according to § 15 UStG.

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(6) Additionally, in the case of fixed cost prices and target cost prices the contractor agrees to pre-calculation price negotiations with the concerned agencies of the public client on the basis of the VO PR 30/53.

(7) In the case of cost reimbursement prices, a price assessment may be carried out by the responsible price assessment body at the contractor's premises.

Experts of the public client may be present during the price review of the responsible price monitoring agency.

This means that the experts will have the opportunity to take notice of the documents and information that are subject to review. The contractor will inform steep immediately about the prospective review appointment of the price monitoring agency.

(8) In the case of cost prices, the contractor binds himself to adapt his accounting system immediately according to the requirements of no. 2 LSP if it is not in accordance with these.

§ 20 Warranty

Notwithstanding § 10 (4), warranty claims for defects shall expire 24 months after delivery to the public client.

§ 21 Remaining Settlement upon Termination

Notwithstanding § 14, the remaining settlement for procurement orders of the Bundeswehr is carried out in accordance with the provisions of § 10 ABBV.

§ 22 Supplementary Provisions

In addition to this contract, the General Terms and Conditions for Procurement Contracts of the Federal Ministry of Defence (ABBV) as well as Part B of the Procurement Regulation for Services (VOL/B) with the Additional Terms and Conditions of the BMVg (ZVB/BMVg) issued thereto, respectively in the most recent version, shall apply.