

General Terms and Conditions of Purchase of Clean-Lasersysteme GmbH, Herzogenrath

1. Scope

These General Terms and Conditions of Purchase of Clean-Lasersysteme GmbH apply to all deliveries and services provided by the supplier, unless separate agreements have been expressly made in writing.

Any conflicting, deviating, or supplementary terms and conditions of the supplier are expressly rejected. Even if Clean-Lasersysteme GmbH does not expressly object to them, they shall not become part of the contract.

2. Offer/Acceptance

Orders placed by Clean-Lasersysteme GmbH are only binding if they have been placed in writing. This also applies to all changes, additions, and specifications.

The supplier must confirm orders in writing within five (5) business days. If no confirmation is received within this period, Clean-Lasersysteme GmbH may cancel the order free of charge.

Verbal side agreements require written confirmation by Clean-Lasersysteme GmbH to become legally binding.

3. Price/price guarantee/terms of payment

The agreed prices are net prices and are fixed prices, including all ancillary services and ancillary costs, such as packaging, transport, insurance, customs, and similar charges unless otherwise agreed in writing. All agreed prices are DDP to the destination specified in the order in accordance with Incoterms 2020, unless the order specifies other transport conditions.

The supplier guarantees that the prices granted to Clean-Lasersysteme GmbH are not less favorable than the prices granted by the supplier at the time of conclusion of the contract to customers who purchase the same or a similar product or the same or a similar service in the same or similar quantities from the supplier under comparable circumstances.

Unless otherwise agreed and Clean-Lasersysteme GmbH does not raise any objections to the invoice, payment of the invoice amount shall be made 60 calendar days after receipt of a proper and defect-free delivery or after completion of satisfactory performance of the service.

If payment is made within 14 calendar days, the supplier shall grant a 3% discount on the net invoice amount.

Invoices must be sent in electronic form (e.g., as a PDF) or by post to the billing address specified in the order. Invoices must contain the following information:

- Full company name and address of Clean-Lasersysteme GmbH and suppliers
- VAT identification number of Clean-Lasersysteme GmbH and suppliers
- Invoice date and invoice number
- Delivery date
- Order number of Clean-Lasersysteme GmbH
- Exact description and quantity of the delivery and type and scope of the service provided
- Unit prices and total prices and, if applicable, tax rates and tax amounts
- Supplier's bank details

The supplier must make all documents, items, and production resources created or intended within the scope of the contract available to Clean-Lasersysteme GmbH. In the event of price audits, all relevant records must be provided in a usable form and appropriate cooperation must be ensured.

4. Delivery, packaging, transport and title

Unless Clean-Lasersysteme GmbH instructs otherwise, deliveries must be made in full and not before the agreed date.

Title and risk of loss shall pass to Clean-Lasersysteme GmbH upon receipt of the goods at Clean-Lasersysteme GmbH's facilities unless otherwise agreed in writing.

Transport and packaging must be carried out in accordance with the specifications stated in the order. Each delivery must be marked with the Clean-Lasersysteme GmbH order number and must be clearly identifiable.

The packaging must be accompanied by packing lists that fully reflect the contents.

The supplier bears the costs and responsibility for proper packaging that meets industry standards.

The supplier is fully liable for damage resulting from defective packaging or improper transport; claims for compensation for consequential damage remain unaffected. Additional compensation for packaging or handling is excluded.

5. Acceptance/Quality

Clean-Lasersysteme GmbH is entitled to inspect the goods at supplier's facility before they are shipped by the supplier.

Acceptance shall take place after delivery within a reasonable period of time.

If the quantity, quality, or condition of the deliveries deviates from the agreement, Clean-Lasersysteme GmbH may, at its discretion, reject the goods at the supplier's expense and demand a refund, credit note, repair, or replacement, or reduce the price accordingly.

In the case of partial deliveries, Clean-Lasersysteme GmbH is also entitled to terminate the part of the contract that has not yet been fulfilled. In this case, the supplier shall have no further claims.

The supplier guarantees compliance with all applicable quality, safety, and legal requirements. The supplier should operate a suitable quality assurance system and allow Clean-Lasersysteme GmbH to conduct audits to verify this system after giving notice.

6. Changes

Clean-Lasersysteme GmbH may at any time make changes to the quantity, delivery date, delivery location, product specification, drawings, packaging, or mode of transport, as well as cancel orders or postpone their execution. The supplier's consent is not required for this.

Any additional or reduced costs shall be settled by mutual agreement, provided that the change was not primarily prompted or required by the supplier.

If the contract is terminated or delayed by more than ten days, no claim for compensation will be accepted. In the case of call-off orders, Clean-Lasersysteme GmbH is only obliged to accept the quantities due within three months. Quantities exceeding this may be canceled free of charge.

Any claims for compensation made by the supplier shall expire if they are not submitted in writing within ten days.

Notwithstanding the above provisions, the supplier is obliged to implement changes immediately.

Parts and inventory required to produce goods may only be procured within the usual time frame for the market, and production may not begin before the time required for the fulfillment of the contract.

7. Delay

If the supplier becomes aware of potential delay in the delivery date, the supplier must inform Clean-Lasersysteme GmbH immediately and specify a new, realistic delivery date.

In the event of delay, the supplier is obliged to take all reasonable measures at its own expense to expedite delivery (e.g., express transport, overtime, or accelerated material procurement).

If the delay is unreasonable for Clean-Lasersysteme GmbH or if it does not accept the new delivery date, it shall be entitled, without prejudice to any further legal claims, to terminate the order without notice, without the supplier being entitled to any claims.

8. Offsetting

Clean-Lasersysteme GmbH has the right to offset all claims to which it is entitled – regardless of the legal relationship – against claims of the supplier, provided that these claims arise from an existing or previous contractual relationship between the parties.

9. Warranty, guarantee, and third-party rights

9.1 Warranty

The supplier warrants that the goods delivered and services rendered are free of material defects and defects of title at the time of transfer of risk and that they comply with the contractually agreed requirements and the recognized state of the art in science and technology. Services will be completed in a professional workmanlike manner, with the degree of skill and care that is required by good and sound professional procedures.

The supplier shall be liable for defects in accordance with the statutory provisions (Sections 434 et seq. BGB, Sections 377, 381 HGB).

Unless expressly agreed otherwise, the statutory warranty period is two years from the transfer of risk.

9.2 Guarantee

Irrespective of the statutory warranty, the supplier provides an independent guarantee that the delivered goods will remain free of defects for a period of three years from the transfer of risk. This guarantee covers, in particular, freedom from material, design, and manufacturing defects, as well as suitability for the contractually stipulated purpose.

The warranty applies in addition to any statutory warranty claims and does not affect them.

9.3 Third-party rights

The supplier warrants that the delivered products and services, including all components, software, and firmware, are free from third-party rights and, in particular, do not infringe any patents, trademarks, copyrights, utility models, or trade secrets.

The supplier grants Clean-Lasersysteme GmbH and its customers a non-exclusive, free of charge, perpetual, and irrevocable right to use standardized, non-customer-specific software or firmware.

The supplier undertakes to indemnify Clean-Lasersysteme GmbH in full upon first request against all claims by third parties asserted in connection with an infringement of property rights and to bear the associated costs.

9.4 Legal consequences in the event of defects or breaches of contract

In the event of a defect or other breach of contract, the buyer is entitled to the statutory warranty rights.

Irrespective of this, in the event of a breach of warranty, the buyer may demand that the supplier, at its own discretion and expense, either repair or replace the goods or take back the goods in exchange for a refund of the purchase price or a credit note.

The assertion of further legal or contractual claims remains unaffected.

10. Indemnification and insurance obligation

The supplier shall indemnify Clean-Lasersysteme GmbH and its officers, directors, employees, representatives, subcontractors, and affiliated companies against all claims by third parties resulting from the defectiveness of delivered products or services rendered. The same applies to claims arising from actions or omissions on the part of the supplier, from violations of statutory provisions, or from infringements of property rights.

The supplier is obliged to take out business and product liability insurance with a minimum coverage of EUR 1 million per claim and to provide Clean-Lasersysteme GmbH with the relevant proof upon request.

11. Intellectual property

Upon full payment, all claims of the supplier for remuneration for the transfer of intellectual property rights shall be deemed settled.

The supplier transfers to Clean-Lasersysteme GmbH all exclusive rights of ownership and use, unlimited in terms of time, space, and content, to all work results arising in connection with the performance of the contract, including software, adaptations, reports, documentation, and other intellectual achievements.

The supplier undertakes to hand over these results in a suitable form after fulfilling the main obligations and to make all declarations and take all actions necessary for the transfer, including vis-à-vis third parties or authorities.

The supplier shall indemnify Clean-Lasersysteme GmbH against all claims by third parties asserted on the basis of the infringement of property rights (in particular patents, trademarks, utility models, trade secrets, or other intellectual property rights) by the goods delivered or services rendered.

The indemnification also includes the necessary costs of an appropriate legal defense (including attorney's fees and court costs). This applies regardless of whether the infringement of property rights was caused only by parts of the goods or services.

The supplier waives any claims against Clean-Lasersysteme GmbH resulting from the use of technical information provided in the course of the contract. This does not apply to claims for patent infringements. Information is only considered "technical data" if it has been expressly designated as such by the supplier.

12. Changes to products and processes

The supplier may not make any changes to the design (including firmware, hardware, or software), manufacturing processes, or manufacturing locations without the prior written consent of Clean-Lasersysteme GmbH.

The same applies to changes that may affect the specifications, form, fit, function, or interchangeability of the products.

13. Supplier's production equipment

The supplier shall maintain the necessary production equipment in a functional and insured condition.

Clean-Lasersysteme GmbH may acquire these against payment of the net book value less any contributions already made, provided that they are not required for the supplier's standard products vis-à-vis third parties.

14. Production equipment of Clean-Lasersysteme GmbH

Items provided or remunerated by Clean-Lasersysteme GmbH (e.g., materials, tools, production equipment, samples) remain its sole property.

The supplier shall store them carefully, bear the risk of loss, destruction, or damage, keep and use them exclusively for the fulfillment of the contract, mark them as the property of Clean-Lasersysteme GmbH, and not mix them with other property.

Any transfer or other use requires the prior written consent of Clean-Lasersysteme GmbH. Clean-Lasersysteme GmbH is entitled to enter the supplier's production facilities during normal production hours to inspect the items owned by it and to check the supplier's records relating to these items. Upon request, the items must be returned immediately or shipped to the designated location at the expense of Clean-Lasersysteme GmbH.

15. Public US contracts

If the delivery is intended for a US government contract, the relevant FAR and DFARS provisions as well as the applicable labor, equality, and safety regulations shall apply.

The supplier shall also comply with the FAR clauses relevant to termination, suspension, and priority rating.

16. Export and import controls

The supplier shall comply with all applicable national, EU, US, and other relevant international export and import control regulations and shall obtain the necessary approvals prior to the transfer, export, or re-export of goods, technologies, or technical data, including all applicable classification and licensing requirements. Supplier shall provide such information necessary for Clean-Lasersysteme GmbH to obtain licenses or authorizations upon request.

The supplier shall support Clean-Lasersysteme GmbH with regard to approvals, customs and origin requirements, and the use of free trade programs, and shall indemnify Clean-Lasersysteme GmbH for any violations.

Deliveries of telecommunications equipment or services under FAR 52.204-25 are prohibited.

17. Compliance with laws, working conditions, and business practices

The supplier undertakes to comply with all applicable national, EU, and international laws, agreements, conventions, regulations, norms, and standards, in particular those relating to occupational health and safety, fair working conditions, non-discrimination, human rights, environmental protection, energy efficiency, product labeling, product safety, transport, export/import controls, customs and foreign trade regulations, privacy protection, and anti-corruption.

The supplier shall support Clean-Lasersysteme GmbH in providing the necessary evidence, approvals, and documentation, including the origin of raw materials, and shall indemnify Clean-Lasersysteme GmbH for any violations or omissions.

The delivery of goods that violate applicable sanctions or embargoes, in particular Russian raw materials according to EU Regulation No. 833/2014, is prohibited. Upon request, the supplier shall confirm compliance with these obligations in writing.

18. Compliance with laws, labor and business practices

The supplier shall comply with all applicable national, EU, and foreign laws, regulations, and standards, in particular those relating to occupational health and safety, human rights, environmental protection, energy efficiency, product safety, export/import controls, customs and foreign trade regulations, sanctions, and anti-corruption.

This includes, in particular, the Supply Chain Act (LkSG), the EU Supply Chain Directive (CSDDD), the EU Regulation on Conflict Minerals (2017/821), Section 1502 of the U.S. Dodd-Frank Act, the 18th EU Sanctions Package, BAFA General Approval No. 42, and the new EU customs tariff and origin rules from 2025. The supplier must inform Clean-Lasersysteme GmbH of any confirmed non-compliance with the provisions of the LkSG by its suppliers.

The supplier shall support the buyer in providing proof of origin, provide evidence and approvals, grant access to documents, and allow on-site inspections. Deliveries that violate applicable sanctions, embargoes, or prohibitions are excluded.

19. Climate and emissions

The supplier shall comply with all applicable regulations on the disclosure of climate data, participate in Clean-Lasersysteme GmbH programs for supplier integration in climate protection, and provide the data and information required for climate reporting and compliance with the Supply Chain Act (LkSG).

The supplier shall inform Clean-Lasersysteme GmbH of any non-compliance by suppliers, grant access to documents, and allow on-site inspections, insofar as this is necessary and reasonable. In doing so, the supplier shall support Clean-Lasersysteme GmbH in fulfilling climate-related disclosure obligations.

20. Data protection

The supplier shall process any personal data of Clean-Lasersysteme GmbH or third parties exclusively in accordance with all applicable data protection laws, including GDPR (EU 2016/679), LGPD (Brazil),

CCPA (California, USA), PIPL (China), APPI (Japan), PIPA (South Korea), DPA (United Kingdom), as well as the EU Data Act and the applicable new US state data protection laws.

The supplier shall take all necessary technical and organizational measures to protect this data, provide it only for specific purposes, and support Clean-Lasersysteme GmbH in audits, verifications, and compliance with legal requirements.

The supplier shall inform Clean-Lasersysteme GmbH immediately of any violations or non-compliance. International developments, such as new data protection regulations in relevant countries, must be taken into account by the supplier.

21. Counterfeit materials

The supplier shall ensure that all products and parts delivered to Clean-Lasersysteme GmbH originate exclusively from the original manufacturer, an authorized manufacturer, or an authorized distributor.

Purchasing from third-party manufacturers is only permitted if the origin and authenticity of the parts have been verified.

The supplier shall develop and implement a control plan to prevent counterfeit parts. It shall immediately replace any counterfeit parts discovered with acceptable original parts and bear all costs for removal, replacement, and testing.

At the request of Clean-Lasersysteme GmbH, the supplier shall hand over the removed counterfeit parts for forwarding to government customers. A government or quasi-government warning shall be considered proof of counterfeit parts. The supplier shall indemnify Clean-Lasersysteme GmbH, its affiliated companies, and customers against all third-party claims in connection with counterfeit parts.

22. Further obligations of the supplier

The supplier is an independent contractual partner and is not entitled to commit Clean-Lasersysteme GmbH to third parties or to assert claims for services from Clean-Lasersysteme GmbH. The supplier shall bear all costs of its services, including taxes and duties, as well as the costs of material procurement. The supplier is solely responsible for compliance with all labor and social security regulations as well as the usual occupational safety regulations.

23. Confidentiality

Without the written consent of Clean-Lasersysteme GmbH, the supplier may not disclose any confidential information (e.g., drawings, specifications, technical, financial, or business data) to third parties or use it for advertising purposes. After fulfillment of the contract, all documents must be returned and their use discontinued. This obligation does not apply to information that has been obtained legally or is publicly available. The supplier must contractually oblige its subcontractors to maintain the same level of confidentiality.

24. Information security

The supplier is obliged to protect confidential and performance-related information against unauthorized access, misuse, and malware using state-of-the-art technology. Clean-Lasersysteme GmbH may require special protective measures and evidence (e.g., ISO/IEC 27001, TISAX). The supplier may not use any harmful software and must confirm this in writing upon request. Security incidents or suspected incidents must be reported to Clean-Lasersysteme GmbH immediately. The supplier shall bear the costs of investigation, damage limitation, support in recovery and, upon request, the preparation of a security report.

25. Termination of the contractual relationship

Clean-Lasersysteme GmbH may terminate the contract or any services not yet performed without notice in the event of repeated breaches of duty, non-performance, or other breaches of contract by the supplier, without the supplier being entitled to compensation. In such a case, Clean-Lasersysteme GmbH is permitted to use the services of third parties and to claim the additional costs from the supplier. Both parties are entitled to extraordinary termination if insolvency proceedings are opened against the supplier's assets or an administrator is appointed. The statutory rights in these cases remain unaffected by this provision. The provisions of §§ 8, 9, 10, 11, 12, 13, 15, and 17 survive the termination of the underlying contract and remain valid beyond the end of the contractual relationship.

26. Summary of the provision

The order, including these General Terms and Conditions, constitutes the entire agreement between the parties and supersedes all prior agreements relating to the same subject matter (except for existing confidentiality obligations). Any copy or electronic version is as legally binding as the original.

27. Dispute resolution; place of jurisdiction and applicable law

Any disputes arising under these General Terms and Conditions shall be fully and finally resolved by arbitration in accordance with the Arbitration Rules of the German Arbitration Institute (DIS).

The seat of arbitration shall be Cologne, Germany. The language of the proceedings shall be German or English.

The arbitral award shall be final and binding on both parties.

28. Severability clause

The invalidity of one clause of the contract shall not affect the validity of the other clauses of the contract. The remaining clauses of the contract shall remain valid and shall continue to be implemented as far as objectively possible.

29. Waiver

The waiver of a right or legal remedy by one of the parties must always be in writing. A delay in the assertion of a right by one of the parties shall not be interpreted as a waiver or forfeiture of the assertion of this right.