

## **General Conditions of Purchase of SVT APAC APAC Pte. Ltd.**

### **1. Scope**

- 1.1 These General Conditions of Purchase (hereinafter "**Purchase Conditions**") govern the legal relationship between SVT APAC APAC Pte. Ltd. (hereinafter "**SVT APAC APAC**") and its suppliers in respect of goods and services ordered by SVT APAC from such suppliers (jointly hereinafter "**Supplies**").
- 1.2 Unless expressly agreed otherwise, these Purchase Conditions shall apply exclusively; any provisions of the Supplier that conflict with or deviate from these Purchase Conditions are excluded as part of the contract.

### **2. Orders and Changes**

- 2.1 Unless expressly provided otherwise in a purchase order issued by SVT APAC, SVT APAC's purchase orders are valid for one week from the date of the purchase order. The date of SVT APAC's receipt of the declaration of acceptance or order confirmation by the supplier shall be decisive for the timely acceptance of the purchase order.
- 2.2 SVT APAC is entitled, within reasonable limits for the supplier, to require changes to the time and place of delivery of the Supplies, or to the type of packaging at any time before the agreed delivery date. The same shall apply to changes in product specifications insofar as such changes can be implemented in the supplier's normal production processes.
- 2.3 Immediately upon receipt of a change request from SVT APAC, the supplier shall check whether implementation of the requested change is technically feasible, whether its implementation will have an impact on agreed delivery dates or deadlines and/or on costs of the supplier. The result of this review must be communicated to SVT APAC

in writing or by e-mail. If implementation of the requested change causes additional costs, the supplier shall submit a binding supplementary offer for adjustment of the price for the Supplies together with its response to the change request.

- 2.4 Changes requested by SVT APAC shall be implemented after the parties have agreed on the modalities of implementation. However, the supplier will implement changes requested by SVT APAC, if they are technically feasible and if SVT APAC orders their implementation prior to such agreement. The Supplier's right to demand an adjustment of the agreed prices with regard to additional cost associated with the change request remains unaffected. If the change results in delays in delivery which cannot be avoided with reasonable efforts in the supplier's normal production and business operations, the agreed delivery date shall be postponed accordingly.
- 2.5 The supplier may only make changes to goods to be supplied under SVT APAC's purchase orders with SVT APAC's prior written consent.

### **3. Manufacturing and Delivery Terms**

- 3.1 The supplier undertakes to maintain a qualified quality management system in connection with the manufacture of the Supplies which conforms to the requirements of DIN ISO 9001.
- 3.2 Unless otherwise agreed in SVT APAC's order, deliveries of Supplies will be "Delivered at Place" (DAP) Incoterms 2020 to the place of destination specified in SVT APAC's order.
- 3.3 The delivery time (delivery date or period) stated in SVT APAC's order shall be binding on the supplier.

3.4 The supplier shall give SVT APAC prompt notice of any circumstances, regardless of the cause, by which it becomes apparent or likely that agreed delivery times cannot be met.

3.5 In the event of delayed delivery for causes attributable to the supplier, the supplier must compensate SVT APAC for any loss or damage caused by the delay in delivery. In addition, SVT APAC shall be entitled to demand of liquidated damages in the amount of 1 % of the price of the goods to be delivered for each week of delay in delivery up to maximum amount of 5 percent of the price of the goods in question. The claim for liquidated damages is to be set off against any damage caused by the delay and to be compensated by the Supplier.

#### **4. Prices and Terms of Payment**

4.1 The prices of Supplies agreed on the basis of SVT APAC's orders are binding. Unless otherwise agreed, the prices shall include delivery, packaging and transport of the goods to the agreed place of delivery.

4.2 Payments by SVT APAC will be made against invoice in Euros within 14 days of delivery and receipt of invoice with 2 percent discount or within 30 days net.

4.3 In all order confirmations, delivery documents and invoices issued by the supplier, the supplier shall state SVT APAC's order number, article number, delivery quantity and delivery address. If one or more of these details are missing and SVT APAC's processing of payments is delayed as a result, the payment periods will be extended by the period of the delay.

4.4 The supplier's right to set-off payment claims, or to withhold performance of the Supplies is excluded except where the supplier's counter claim against SVT APAC is undisputed or established by final court decision.

#### **5. Security Rights of the Supplier**

5.1 Insofar as the supplier is obliged to effect the Supplies prior to receipt of

payment by SVT APAC, the supplier is entitled to reserve title to the property of goods delivered to SVT APAC until the agreed price has been paid in full.

5.2 SVT APAC shall be entitled, prior to payment to the Supplier, to resell goods supplied to SVT APAC in SVT APAC's normal course of business and/or to process the goods or to combine such goods with goods owned by SVT APAC or by third party. Any security rights related to extended or prolonged reservations of title to the property in goods delivered to SVT APAC as part of the Supplies are excluded.

#### **6. Documents, Documentation, Software Code**

6.1 If SVT APAC provides the supplier with documents (e.g. work descriptions, concepts, sketches, specifications, software programs, hereinafter jointly referred to as "**Contract Materials**") for the purpose of performing the contract, these remain the property of SVT APAC and may be used by the supplier solely for the purpose of performing the contract. Reproduction or making of records of Contract Materials must be limited to the necessary minimum. All reproductions and records, including computer storage, must be returned to SVT APAC or destroyed at any time on request by SVT APAC, but not later than upon termination of the contract.

6.2 Insofar as the supplier has to supply software within the scope of the contract, the following applies:

a) Software developed by the supplier shall be provided in object code form (including executable files) as well as in source code. If the Supplier has to supply standard software, such software shall be made available in object code form (including executable files).

b) The supplier must provide SVT APAC with proper documentation for the software in question which fully describes

the features and functionalities of the software and enables SVT APAC to use the functionalities of the software as intended.

**7. Liability for Defects**

- 7.1 The supplier warrants to SVT APAC that the Supplies comply with the specifications and requirements agreed with SVT APAC's order and are free from defects in workmanship, material and design and suitable for the purpose contemplated under the contract.
- 7.2 In view of the supplier's undertaking to maintain a quality management system, SVT APAC's incoming goods inspection is limited to an inspection of apparent defects of the goods supplied (i.e. deviations in quantity or type of goods delivered and externally visible transport damage).
- 7.3 Any defects discovered during the incoming goods inspection shall be notified by SVT APAC within five working days of receipt of goods supplied. Hidden defects (which were not or could not reasonably be detected during the incoming goods inspection) will be notified within five working days of their detection. Any further obligations on the part of SVT APAC to examine the goods and give notice of defects are excluded.
- 7.4 If goods supplied have a defect and the defect has been notified in good time, the supplier is obliged to remedy the defect at SVT APAC's discretion by repair or replacement delivery. If such remedy fails, SVT APAC shall be entitled to reduce the purchase price or to withdraw from the contract. Further claims for damages remain unaffected.
- 7.5 The warranty period for SVT APAC's claims for defects is 24 months from delivery of the goods to SVT APAC. In the case of replacement delivery and rectification of defects, the period of limitation for replaced and repaired parts shall begin anew.

**8. Product Liability**

- 8.1 The supplier is responsible for all claims asserted by third parties for personal injury or damage to property that are attributable to defective goods supplied by the supplier. If such claims are made against SVT APAC, the supplier shall indemnify SVT APAC against any liability arising therefrom.
- 8.2 Under the conditions set out in the previous paragraph, SVT APAC reserves the right to carry out a product recall against third parties. The costs associated with the recall shall be borne by the supplier. SVT APAC will consult with the supplier as far as possible and reasonable about the content and scope of such a recall.

**9. Third-Party Rights**

- 9.1 The supplier warrants to SVT APAC that the Supplies delivered to SVT APAC are free and clear of third party property rights or liens, and that use of the Supplies by SVT APAC and its customers in accordance with these Purchase Conditions does not infringe upon third party industrial or intellectual property rights.
- 9.2 If third party rights are asserted against SVT APAC pursuant to clause 9.1, the supplier shall indemnify SVT APAC against any liability arising therefrom.
- 9.3 Any additional statutory claims of SVT APAC for defects of title remain unaffected.

**10. Spare Parts**

- 10.1 The supplier is obliged to keep spare parts for the goods supplied for a period of at least 5 years after delivery of the respective Supplies to SVT APAC.
- 10.2 If the supplier intends to stop production or procurement of spare parts for the Supplies delivered to SVT APAC, it shall notify SVT APAC immediately of its intention to stop the production or procurement and shall give SVT APAC the opportunity to purchase a reasonable number of spare parts from the supplier before

the actual stop of production or procurement.

### **11. Confidentiality**

11.1 The supplier undertakes to keep the order documents and all other business and trade secrets and other technical and commercial information of or about SVT APAC of which he becomes aware in connection with the order strictly confidential, to impose a corresponding duty of confidentiality on its employees and agents and to use such confidential information exclusively for the performance of SVT APAC's order.

11.2 The obligation of secrecy does not exist or does not apply with regard to information,

- a) whose transmission is demonstrably already publicly known or required by court or official orders,
- b) SVT APAC has expressly agreed in writing to their use or transmission, and/or
- c) whose use is necessary for the performance of obligations under the contract.

11.3 The obligation to maintain confidentiality shall continue to exist after termination or reversal of the order, as long as and to the extent that one of the conditions specified in clause 11.2 has not occurred with regard to the respective information.

### **12. Final Provisions**

12.1 The contract between the parties is governed by the laws of the Federal Republic of Germany, excluding the Vienna UN Convention on the International Sale of Goods.

12.2 Place of jurisdiction for all legal disputes in connection with the contract are the courts in Hagen, Germany.

12.3 The supplier is not entitled to assign his claims from the contractual relationship with SVT APAC to third parties. This does not apply insofar as monetary claims are concerned.

12.4 In connection with the contractual relationship, the supplier is obliged to comply with all relevant applicable laws and regulations. This concerns in particular anti-corruption and money laundering legislation well as antitrust, labour and environmental protection laws and regulations. The supplier shall make reasonable efforts to ensure that its subcontractors comply with the obligations set out in this clause.