

## A. General Provisions

### A1. Subject of Regulation

- A1.1 These Terms and Conditions of Purchase shall apply to all business relationships with suppliers of Wibu-Systems. They apply in particular to contracts for the purchase and delivery of movable goods ("Goods"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from third-party suppliers. Where applicable, the special provisions (Parts B and C) shall take precedence over the general provisions (Part A).
- A1.2 In the event of contradictions, the Terms and Conditions of Purchase shall take precedence over General Quality Agreements.
- A1.3 Unless otherwise agreed, the Terms and Conditions of Purchase in the version valid at the time the order is placed with the Supplier shall also apply as a framework agreement for similar future contracts, without Wibu-Systems having to refer to them again in each individual case.
- A1.4 Deviating terms and conditions of the Supplier shall not apply unless Wibu-Systems has expressly agreed to them in writing.
- A1.5 Legally relevant declarations and notifications by the Supplier in relation to the contract (e.g., setting deadlines, reminders, withdrawal) must be made in writing (e.g., letter, e-mail to [einkauf@wibu.com](mailto:einkauf@wibu.com)).
- A1.6 All order confirmations, delivery documents, and invoices must contain the following:
- Date of issue
  - Order identifier (number and date)
  - Contents of the delivery (article number and quantity)
  - Serial or lot number (if available)

Wibu-Systems is not responsible for delays in processing due to incomplete or incorrect information.

### A2. Conclusion of Contract

- A2.1 Orders and call-offs as well as their confirmation, amendment, and supplementation shall only be effective if they are made in writing. Employees of Wibu-Systems are not authorized to make verbal collateral agreements or promises that go beyond the content of the order etc. or that amend the Terms and Conditions of Purchase to the detriment of Wibu-Systems.
- A2.2 The Supplier must notify Wibu-Systems of obvious errors (e.g., typing and calculation errors) and incompleteness of the order, including the order documents, before acceptance, so that Wibu-Systems can correct or complete the order. If no such notification is made and the error or incompleteness is not rectified, the contract shall be deemed not to have been concluded.
- A2.3 If Wibu-Systems does not receive a written order confirmation from the Supplier with a binding delivery date within 14 calendar days of the order date, Wibu-Systems shall no longer be bound by the order. Individual delivery call-offs as part of a standing order shall become binding if Wibu-Systems does not receive a written objection from the Supplier within seven calendar days of the call-off date.
- A2.4 Any change to the delivery item, in particular to the material, the type of manufacture or a change of production location, requires the prior consent of Wibu-Systems.

### A3. Subcontractors

The Supplier shall generally fulfill its performance obligations itself and may only employ third parties ("Subcontractors") if Wibu-Systems has given its prior written consent. Notwithstanding the foregoing, the Supplier shall remain responsible for the provision of services and must ensure that its Subcontractors comply with all provisions of the Terms and Conditions of Purchase.

### A4. Time and Place of Delivery

- A4.1 The delivery date specified by Wibu-Systems in the order is binding. If no delivery date has been agreed, delivery shall be made within four weeks of receipt of the order confirmation by Wibu-Systems. The receipt of the Goods by Wibu-Systems as owed shall be decisive for compliance with the delivery date. If collection from a specific location has been agreed upon, the Supplier must make the Goods available on time and as owed, taking into account the usual time for loading and shipping.
- A4.2 As soon as the Supplier can foresee that it will not be able to meet the agreed delivery date, it must notify Wibu-Systems immediately in writing.
- A4.3 If the Supplier fails to meet an agreed delivery date, it shall be in default even without notice. In this case, Wibu-Systems may, in addition to its statutory rights, demand a contractual penalty of 1% of the purchase price for each week or part thereof, but not more than 5% of the purchase price in total. Wibu-Systems reserves the right to prove that a higher loss has been incurred.
- A4.4 Wibu-Systems shall only be in default of acceptance if the Supplier expressly offers the Goods to Wibu-Systems.

- A4.5 Delivery shall be made to the place specified in the order. If the destination is not specified and nothing else has been agreed, delivery shall be made to Wibu-Systems' place of business in Karlsruhe. Risk shall pass to Wibu-Systems as soon as the Supplier has handed over the Goods as owed.

- A4.6 Both parties shall be released from their obligation to perform for as long and to the extent that it cannot be fulfilled due to force majeure. Force majeure refers to circumstances beyond the control of the respective party, such as strikes, epidemics, natural disasters, failures of the energy supply, or technical infrastructure as well as unrest, terrorist attacks, or acts of war.

### A5. Packaging

- A5.1 Unless individually agreed by the parties, the Goods must be packed in accordance with standard commercial practice and must be protected in particular against corrosion, mechanical shocks, vibrations, dust, and dirt.
- A5.2 The supplier is liable for damage to the Goods due to defective packaging.
- A5.3 The Supplier is obliged to take back the packaging after delivery of the Goods and to dispose of it at its own expense. Wibu-Systems shall be entitled to dispose of the packaging itself at the Supplier's expense. Upon request and against payment of costs, Wibu-Systems will provide the supplier with reusable packaging (returnable packaging).

### A6. Quality Assurance Measures

- A6.1 The supplier shall conduct factory quality control of the Goods to be delivered by them including, in particular, an outgoing Goods inspection.
- A6.2 In the event of process disruptions and quality deviations, the supplier must analyze the causes, initiate corrective measures, check their effectiveness, and document its actions in a suitable form, e.g., using the 4D/8D method.
- A6.3 The Supplier generally undertakes to take records of its tests and to hand these over to Wibu-Systems promptly. All test, measurement, and inspection results must be archived for ten years. The Supplier must also retain samples of ordered Goods for the same period, if requested by Wibu-Systems.
- A6.4 Wibu-Systems is entitled to inspect the records and documents and to make copies thereof, as well as to request the return of the retained samples for inspection purposes. Any shipping costs shall be borne by Wibu-Systems.

### A7. Retention of Title by the Supplier

Wibu-Systems shall only accept a retention of title by the Supplier if it relates to Wibu-Systems' payment obligation for the Goods to which the Supplier retains title. This excludes all other forms of retention of title, in particular, extended and prolonged retention of title.

### A8. Prices and Terms of Payment

- A8.1 The price stated in the order is binding. All prices include the statutory value-added tax applicable at the time of ordering, unless it is stated separately.
- A8.2 The price includes all services and ancillary services of the Supplier (e.g., assembly, installation) as well as all ancillary costs (e.g., for proper packaging, transportation costs, including any transport and liability insurance).
- A8.3 Unless otherwise agreed, Wibu-Systems shall pay within 14 calendar days with a 3% discount or within 30 calendar days net after completed delivery of the Goods in accordance with the contract and after receipt of a proper invoice. In this respect, the timely receipt of Wibu-Systems' transfer order by the bank shall be sufficient.
- A8.4 In the case of work services in accordance with Part B or C, a copy of the acceptance report or tool test report signed by Wibu-Systems must be enclosed for each invoiced performance, otherwise no payment can be made.
- A8.5 Interest on arrears is generally not owed. The statutory provisions on delay shall apply.
- A8.6 Wibu-Systems shall be entitled to rights of set-off and retention as well as the defense of non-performance of the contract to the extent permitted by law. The Supplier shall only be entitled to rights of set-off or retention to the extent that its claim has been legally established or is undisputed.

### A9. Warranty for Defects

- A9.1 In the event of material defects or defects of title in the Goods delivered or the work produced (collectively: "Performance"), Wibu-Systems shall be entitled to the full statutory warranty claims. In particular, the Supplier warrants that the Performance has the agreed quality upon transfer of risk (A4.5) or upon acceptance (B4.3 or C4.). Even without specific mention, this shall always include that the Performance complies with the specifications of the order, the current status of the documents provided by Wibu-Systems (drawings, technical specifications, data sheets, etc.), the relevant technical standards (e.g. DIN, VDE, VDI, etc.), and the statutory requirements (e.g. REACH, ROHS, CE, etc.).
- A9.2 Acceptance and payment of the Performance by Wibu-Systems does not mean that Wibu-Systems recognizes it as free of defects. The same applies to the prior acceptance or approval of submitted samples or specimens.

- A9.3 Wibu-Systems' duty to inspect delivered Goods shall be limited to defects that become apparent during the incoming Goods inspection under external examination, including the delivery documents (e.g., transport damage, incorrect and short delivery). Wibu-Systems' obligation to give notice of such obvious defects shall in any case be deemed satisfied if Wibu-Systems notifies the Supplier of such defects within 14 calendar days of the passing of risk. The same period shall apply to the obligation to give notice of non-obvious defects from the time of their discovery.
- A9.4 Subsequent performance shall also include the removal of the defective Goods and reinstallation if the Goods were installed in another item as intended. The Supplier shall bear the expenses necessary for the purpose of inspection and subsequent performance even if it turns out that there was actually no defect. If the defective delivery necessitates an incoming Goods inspection exceeding the usual scope or additional sorting, the Supplier shall bear the associated additional costs.
- A9.5 If the Supplier fails to fulfill its obligation to provide subsequent performance within a reasonable period set by Wibu-Systems, Wibu-Systems may remedy the defect itself and demand reimbursement of the necessary expenses.
- A9.6 The warranty period is 36 months from the transfer of risk or, if applicable, from acceptance. The warranty period shall recommence for replaced parts. Claims arising from defects of title (A13.) shall not become time-barred as long as the third party can still assert its right against Wibu-Systems.

## A10. Supplier Recourse

- A10.1 Wibu-Systems shall be entitled to statutory rights of recourse within a supply chain without restriction in addition to the warranty claims for defects. In particular, Wibu-Systems shall be entitled to demand the same type of subsequent performance from the Supplier that Wibu-Systems owes the Customer in the individual case.
- A10.2 Before Wibu-Systems acknowledges or fulfills a warranty claim for defects asserted by a Customer, Wibu-Systems shall notify the Supplier and request a written statement. If this is not provided within a reasonable period of time and no amicable solution is reached, the warranty claim for defects actually granted by Wibu-Systems shall be deemed to be owed to the Customer. In this case, the Supplier shall be responsible for providing evidence to the contrary.
- A10.3 Wibu-Systems' claims arising from Supplier recourse shall also exist if the defective Goods have been further processed by Wibu-Systems or another party (e.g., by installation in another product).

## A11. Liability

- A11.1 Liability for damages shall be governed by the statutory provisions.
- A11.2 The Supplier shall at all times maintain professional liability insurance with appropriate cover and shall provide Wibu-Systems with a current insurance certificate upon request.

## A12. Product Liability

- A12.1 The Supplier shall be responsible for all personal injury or damage to property attributable to a defective product supplied by him. The Supplier shall indemnify Wibu-Systems against all product liability claims asserted by third parties against Wibu-Systems.
- A12.2 The Supplier shall bear the costs corresponding to its share of responsibility, including the costs of any legal action or recall action as well as other necessary expenses incurred by Wibu-Systems in connection with the claim by a third party.
- A12.3 The Supplier shall at all times maintain product liability insurance with coverage of € 10 million per damaging event and shall provide Wibu-Systems with a current insurance certificate upon request.

## A13. Third Party Rights

The Supplier warrants that no industrial property rights of third parties in countries of the European Union or other countries in which it manufactures the Goods or has them manufactured are infringed by the intended use of the delivered Goods. The Supplier shall indemnify Wibu-Systems against all claims asserted by third parties against Wibu-Systems.

## A14. Data Protection

The parties comply with the statutory provisions on data protection when processing personal information. This also includes technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation of employees to maintain data secrecy (Art. 28 para. 3 s. 2 lit. b GDPR).

## A15. Confidentiality

- A15.1 Handling of confidential information shall be governed primarily by the confidentiality agreement concluded between the parties.
- A15.2 If there is no confidentiality agreement between the parties, they shall nevertheless maintain secrecy about all confidential information that comes to their knowledge in the course of their business relationship, in particular, business or trade secrets, and shall neither pass it on nor exploit it in any other way.

- A15.3 The obligation of confidentiality does not apply if the information in question must be disclosed by order of a court, by order of a public authority, or by law. The party so obligated shall promptly notify the other party of the disclosure and disclose the information in such a way that confidentiality is maintained as far as possible.

## A16. Export control and customs

- A16.1 The Supplier shall inform Wibu-Systems of any (re-)export license requirements or restrictions applicable to the Goods due to German, European, or US export control and customs regulations as well as those of the country of origin of the Goods. Timely before the first delivery, the Supplier shall send the following information in particular about products subject to authorization by e-mail to [einkauf@wibu.com](mailto:einkauf@wibu.com) (if relevant in the individual case):
- Material number from Wibu-Systems
  - Product description
  - All export list numbers, including the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN)
  - Country of origin of the Goods in the context of trade policy
  - Customs tariff number (HS code) of the Goods
  - Responsible contact person for inquiries
- A16.2 The Supplier shall inform Wibu-Systems immediately of any technical, legal, or administrative changes to the approval requirements for the Goods supplied.

## A17. Referencing

The Supplier may only advertise the business relationship with Wibu-Systems and, for example, use the company logo on its website or for other marketing purposes if Wibu-Systems has given its prior written consent.

## A18. Final Provisions

- A18.1 The place of performance for all services (deliveries and payments) is the registered office of Wibu-Systems in Karlsruhe.
- A18.2 All notifications, requests and other transmissions by the Supplier provided for in these Terms and Conditions must be made in writing (e-mail is sufficient) to the address [einkauf@wibu.com](mailto:einkauf@wibu.com).
- A18.3 German law shall apply, excluding the UN Sales Convention.
- A18.4 The exclusive place of jurisdiction is Karlsruhe, Germany.
- A18.5 Should one of the above provisions be or become invalid or should a necessary provision not be included, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find an amicable solution in this case.

Issue date: 2025-03-01