# General Terms and Conditions of Purchase of Heidelberg Instruments Mikrotechnik GmbH

Status 01/2026

**1 Applicability of the General Terms and Conditions of Purchase**

1.1 Orders of deliveries and services (hereinafter "Deliveries") by Heidelberg Instruments Mikrotechnik GmbH (hereinafter "HIMT") shall be governed exclusively by these General Terms and Conditions of Purchase, unless expressly otherwise agreed in writing.

1.2 Deviations, changes or additions made to the order by means of the supplier's order confirmation shall not become part of the contract, unless they are expressly confirmed in writing by HIMT. In particular, HIMT shall not be bound by the supplier's general terms and conditions, unless these conform with the present Terms and Conditions or HIMT has agreed to them in writing. Acceptance of deliveries or services as well as payments does not imply any agreement by HIMT.

1.3 These General Terms and Conditions of Purchase shall also apply to future orders from the supplier.

1.4 Rights going beyond these General Terms and Conditions of Purchase to which HIMT is entitled by law remain in full force and effect.

1.5 Only orders placed by HIMT in writing are binding. Orders or agreements made orally or by telephone shall become binding for HIMT only after HIMT has confirmed such order in writing.

1.6 HIMT may cancel the order in writing, unless the supplier has accepted the order in writing within two weeks of receipt of the order ("Order Confirmation").

**2 Prices, Payments and Terms of Delivery**

2.1 The prices stated in the Order Confirmation are binding and are understood to be fixed prices excluding VAT.

2.2 Payments shall be made within 30 days of full delivery and receipt of a duly issued invoice. If an acceptance is planned, the payment period begins with the acceptance. The completeness of the Delivery also includes test or inspection reports, quality documents or other documents, as far as their delivery has been agreed.

2.3 Deliveries shall be made "delivered duty paid to the place of delivery specified in the order" (DDP Incoterms® 2020), including packaging, unloading and disposal of the packaging. The supplier must take out a transport insurance at its own costs.

**3 Packaging**

All consignments must be packaged in accordance with commercial practice or, in the absence of such, in a safe and expedient manner. HIMT is entitled to return reusable packaging material for HIMT free of charge and to request a reasonable reimbursement.

Care must be taken to ensure that pallet goods are packed in such a way that they can be picked up, lifted, transported and lowered safely and without accidents using forklifts.

**4 Delivery Date, Delay**

4.1 Agreed delivery dates and deadlines are binding. Timeliness of delivery shall be decided according to the time of receipt at the place designated by HIMT in accordance with DDP Incoterms® 2020.

4.2 If it is foreseeable that the delivery date cannot be complied with, the supplier must inform HIMT in writing without delay, stating the reasons and the expected duration of the delay. The obligation to comply with the agreed dates and any consequences of delay shall not be affected by this notification.

4.3 If the supplier is in default, HIMT shall be entitled to impose a contractual penalty of 0.5% for each week or part of a week of delay, but not more than 5% of the total contractual amount (net). The right to impose the contractual penalty shall not be forfeited if HIMT fails to expressly reserve the right to impose the contractual penalty upon acceptance of the late delivery. Further or other legal claims remain unaffected.

**5 Delivery Documents**

5.1 Each consignment shall be accompanied by a delivery note in duplicate. Such delivery note must include HIMT's order number and order references, information on the goods delivered (item number, item description, order item, serial number if available), the number of items, the weight and the date of delivery.

5.2 If the delivery is made to third parties designated by HIMT, a copy of the delivery note provided with the third party's acknowledgement of receipt shall be sent to HIMT by post without delay.

**6 Customs and Export Control**

The supplier undertakes to inform HIMT at the earliest possible date of any existing authorisation obligations for (re-)exports of its deliveries in accordance with national and international export and customs regulations and the export and customs regulations of the country of origin of its Deliveries. For this purpose, the supplier shall provide HIMT with the following information in particular:

- Export list number according to Annex AL to the German Foreign Trade and Payments Ordinance (Außenwirtschaftsverordnung) or comparable list items of relevant export lists;
- Export Control Classification Number (ECCN) in accordance with the US Export Administration Regulations (EAR) if the goods are from the US;
- The country of origin of its Deliveries and the components of its Deliveries, including technology and software;
- Whether its shipments were transported through the United States, manufactured or stored in the United States, or manufactured using US-American technology; and
- The statistical goods number (HS code) of its Deliveries.

The supplier is obliged to inform HIMT immediately of any and all changes to the above information. This applies, in particular, also in the case of deliveries currently not requiring authorisation becoming subject to authorisation in the future.

**7 Billing**

7.1 All invoices are to be sent by e-mail to finance@heidelberg-instruments.com, stating the order number assigned by HIMT. Payments to the supplier shall not become due for as long as the order number is missing.

7.2 A separate invoice must be submitted for each (partial) delivery. The invoices are to be structured according to the order. Partial and final invoices are to be designated as such.

7.3 The invoice must show HIMT's value added tax identification number (VAT ID no.) as stated in the order.

**8 Liability for Defects**

8.1 Upon receipt of a Delivery at the designated place of destination, HIMT shall immediately check whether it corresponds to the quantity and type ordered, whether externally recognisable transport damage or externally recognisable defects are present. If HIMT detects a defect during the aforementioned inspection or later, HIMT will notify the supplier thereof. Notifications of defects may be made within one month of receipt of a Delivery or, if the defects are not noticed until after processing or use, after their discovery. HIMT shall not have any other obligation vis-à-vis the supplier regarding any inspections and notifications going beyond those mentioned above.

8.2 If material defects or defects of title exist or occur during the period of limitation, the supplier shall, at its own expense and at HIMT's discretion, either rectify the defects or deliver or perform new products or services without defects. The choice of HIMT shall be made on an equitable basis.

8.3 Claims arising from material defects shall become statute-barred after three years and claims for defects of title shall become statute-barred after five years, unless a longer period is provided for by law. The limitation period for Deliveries not including installation and assembly shall commence upon receipt at the place of destination designated by HIMT, for deliveries with installation or assembly as well as for services it shall commence upon acceptance. In the case of deliveries to places where HIMT executes orders outside its own plants or workshops, it shall commence upon acceptance by HIMT's client, at the latest one year after the transfer of risk.

8.4 In the event of an impending danger or in the event of special urgency, HIMT shall be entitled to remedy the defect itself or have it remedied by third parties designated by HIMT at the supplier's expense. If documentation in the possession of the supplier is required for such a replacement, the supplier shall immediately hand it over to HIMT upon request. If the replacement by HIMT or a third party designated by HIMT is opposed by third-party rights, the supplier shall be obliged to provide HIMT or the third party designated by HIMT with the corresponding rights without delay.

8.5 For subsequent Deliveries, the agreed period of limitation begins anew with the written acceptance of these Deliveries.

**9 Product Liability**

Should claims be asserted against HIMT due to product liability, the supplier shall be obliged to release HIMT from such claims and hold them harmless, if and to the extent that the damage was caused by a defect in the supplier's Deliveries. In cases of strict liability, however, this applies only if the supplier is at fault. It is up to the supplier to prove that they are not at fault.

**10 Standards**

The supplier undertakes to comply with all applicable EU directives and regulations, such as the Machinery Regulation (EU) 2023/1230, the EMC Directive 2014/30/EU, the Low Voltage Directive 2014/35/EU and the requirements for the CE marking. The supplier shall ensure that all products delivered comply with the applicable safety, environmental and health requirements, are properly labelled, and are delivered with all necessary declarations and the necessary technical documentation and operating instructions. The supplier is liable for any consequences resulting from non-compliance with these requirements.

**11 Supply Chain**

11.1 The supplier undertakes to comply with the relevant statutory provisions on environmental protection, occupational safety and the treatment of its employees.

11.2 The supplier also undertakes to observe the principles of the UN Global Compact Initiative. These principles concern in particular the protection of international human rights, the right to collective bargaining, the abolition of forced and child labour, the elimination of discrimination in recruitment and employment, environmental responsibility and the prevention of corruption. Further information on the UN Global Impact Initiative is available at www.unglobalcompact.org.

11.3 REACH and RoHS compliance

The supplier guarantees that all delivered products comply with the requirements of Regulation (EC) No. 1907/2006 (REACH) as well as Directive 2011/65/EU (RoHS) as amended.

In particular, the supplier undertakes to:

- not to use substances included in the current Candidate List of Substances of Very High Concern (SVHC) in accordance with Article 33 or the REACH Regulation in concentrations above 0.1% by mass in the articles delivered, unless the purchaser has been informed in advance in writing;
- only supply RoHS-compliant products that do not contain prohibited substances above the permitted limit;
- ensure that all products delivered do not contain conflict minerals (tin, tantalum, tungsten, gold) originating from conflict-affected or high-risk areas, unless their origin meets the requirements of EU Regulation 2017/821. Upon request, the supplier shall provide appropriate evidence of the due diligence obligations in the supply chain.

11.4 Violations of the above obligations shall entitle HIMT to immediate termination of the contractual relationship for good cause.

**12 Hazardous Materials & Dangerous Goods**

The supplier undertakes to comply with any and all relevant legal regulations when delivering hazardous materials and dangerous goods, in particular Regulation (EC) No. 1272/2008 (CLP) and the transport regulations according to ADR, RID, IMDG and IATA. The purchaser must, without express solicitation, be provided with full and up-to-date safety data sheets in German for all substances or mixtures classified as hazardous. The delivery of dangerous goods must be properly labelled, packaged and documented. The supplier is liable for any damage resulting from a faulty declaration, packaging or labelling.

**13 Withdrawal in Case of Insolvency etc.**

If the supplier becomes insolvent, ceases its payments, if a provisional insolvency administrator is appointed or an application is made for the opening of insolvency proceedings against the supplier's assets, HIMT may withdraw from the non-fulfilled part of the order, without prejudice to other rights. In the event of withdrawal, HIMT will pay for the contractually performed, self-contained and proven services provided up to the time of withdrawal, provided that these are usable for HIMT. The right to assert claims for damages by HIMT remains unaffected.

**14 Spare Parts Stock**

The supplier undertakes to hand over complete spare parts documentation to HIMT together with the Deliveries and to keep the spare parts specified therein in stock for a period of at least ten (10) years, calculated from receipt of the goods or, if an acceptance is agreed, from the time of acceptance of the Delivery, and to sell them to HIMT. The price of the spare part must not be higher than that stated in the spare part documentation provided. A reasonable surcharge may be included for cost increases not attributable to the supplier and caused by general price and wage increases. The liability of the supplier for defects remains unaffected by this regulation. The above applies correspondingly to wear parts.

**15 Intellectual Property Rights of Third Parties**
The supplier shall be liable for ensuring that all deliveries are free from third-party property rights and that no patents, licences or other property rights of third parties are infringed, in particular, by the delivery and its use. The supplier shall indemnify HIMT and its customers against claims of third parties arising from any infringements of intellectual property rights, unless the legal defect is not attributable to the supplier.

**16 Confidentiality**
The supplier is obliged to permanently keep in confidence all illustrations, drawings, calculations, other documents and information that came to its knowledge during the execution of the order. They may only be disclosed to third parties with the prior written consent of HIMT.

**17 Assignment, Commissioning of Third Parties and Offsetting**
17.1 The assignment of rights arising from the order by the supplier requires the prior written consent of HIMT.
17.2 The supplier may only make use of subcontractors with the prior written consent of HIMT.
17.3 The supplier shall only be entitled to set-off and/or retention rights on account of counterclaims which have been established by a final judgement or are undisputed.

**18 Applicable Law and Jurisdiction**
18.1 The laws of the Federal Republic of Germany shall apply.
18.2 The place of performance for deliveries and services is the delivery address specified in the order.
18.3 The exclusive place of jurisdiction for legal disputes shall be the courts competent for Heidelberg, Germany. However, HIMT may also sue the supplier at their general place of jurisdiction.

**19 Cyber Security**
19.1 The supplier undertakes to take appropriate technical and organisational measures to ensure information security and to protect data against cyber threats. This includes, in particular, the protection of the data provided by HIMT or processed in the course of the provision of services against unauthorised access, loss, manipulation or disclosure.
19.2 The supplier shall ensure that its IT systems, software solutions and digital interfaces correspond to the state of the art and are regularly checked for vulnerabilities. Security incidents that could have an impact on the supply chain or IT security of HIMT must be reported to it immediately.
19.3 If the supplier uses subcontractors or third-party services, they shall ensure that these also meet the requirements set out in this section. HIMT shall be entitled to verify compliance with these requirements on the basis of audits.

**20 Notification Obligation**
If there is a risk that the supplier will not be able to meet contractually agreed requirements or not meet them on time, they shall be obliged to inform HIMT of this immediately, in writing. Requirements in this sense include, in particular, but not exclusively: agreed delivery dates, technical specifications, quality requirements, legal and regulatory requirements (such as REACH, RoHS, Machinery Regulation, CE marking), as well as all other obligations from the contract or these Terms and Conditions of Purchase. The supplier must also inform HIMT about the causes of the impending non-performance, the expected duration and planned countermeasures. If they fail to provide timely notification, the supplier shall be liable for any resulting damage.

**21 Severability Clause**
Should individual or several provisions of these Terms and Conditions be or become ineffective, in full or in part, the validity of the remaining provisions shall not be affected. The same applies, mutatis mutandis, in the event of a regulatory gap.