

§ 3. Delivery periods, delivery dates

§ 3.1. The delivery periods or dates specified in the orders are binding and are to be understood as referring to arrival at the contracted destination. The performance of the contract by the contractual dates is an essential obligation of the Supplier.

§ 3.2 Should events occur that make it impossible for the Supplier to fulfil the obligation under paragraph 3.1 or if such events are foreseeable, the Supplier must inform LINK GmbH about this immediately, indicating the nature of the events, measures carried out or to be carried out by the Supplier and the expected duration of the delay. If this is not done, he cannot later rely on these events in law.

If the Supplier fails to comply with this obligation in paragraph 3.2, he will not be protected by a claim of force majeure.

§ 3.3. LINK GmbH is entitled to refuse acceptance of goods that are not delivered by the delivery date specified in the order, and to return them at the expense and risk of the Contractor or to store them with third parties. Furthermore, LINK GmbH shall be entitled, without prejudice to further legal actions, at our discretion and after giving reasonable notice, to withdraw from the contract, to purchase alternative supplies and/or to claim damages for non-performance. LINK GmbH is entitled to compensation for any additional costs incurred by us due to delay in the supply of goods or services. The acceptance of the delayed delivery or service does not imply a waiver of any claim for compensation.

§ 3.4 In case the supplier exceeds the agreed delivery date, depending on the circumstances, LINK GmbH will be free to decide, whether the supplier is liable to pay a contractual penalty of 0.3 % of the value of goods per completed working day, starting from the first day after the missed deadline in total, however, not more than 5% of the value of goods. The penalty will be charged against a claim for damages for delay. In the event of a penalty for late delivery, the right to a penalty is retained even if it is not expressly claimed on acceptance of the delivery. The right to make further claims shall also remain intact, even if no special reservation was expressed at the time of acceptance.

§ 4. Quality and Acceptance

§ 4.1 The Contractor warrants that the goods correspond to the relevant standards and the state of the art.

§ 4.2 LINK GmbH reserves the right to inspect the goods immediately upon receipt for obvious and visible defects and only then accept the delivery. In the event of complaints, the Contractor may be charged with the cost of testing and replacement. In the event of any kind of defect, the notice period shall be 14 days after its recognition in each case. During the warranty period, the Contractor waives the right to object to a delay in notification regarding hidden defects.

§ 4.3. The dimensions, weights and quantities of a delivery that are determined during the inspection on intake shall be binding.

§ 5. Prices, Payment Conditions and Transfer of Risk

§ 5.1 The prices are as stated in the order. If a higher price is mentioned in the order confirmation, this requires our express written consent. The prices agreed in this way are maximum prices. Subsequent price adjustments to the detriment of LINK GmbH are hereby rejected, unless the adjustment was expressly approved in writing by LINK GmbH after appropriate notification.

In this respect, acceptance of the goods without a reservation does not constitute consent to the price increase as described above. However, LINK GmbH is to receive the full benefit of price reductions between placement of the order and delivery of the goods, unless otherwise agreed in individual cases.

§ 5.2 Invoices are to be issued immediately after shipping the goods, stating the order and item numbers. VAT is to be indicated separately.

§ 5.3 Payment is subject to proper delivery and correct pricing and calculations. Upon discovery of a defect under warranty, LINK GmbH shall be entitled to withhold payment until the warranty obligation is fulfilled.

§ 5.4 Unless otherwise agreed, payment will take place either within 20 days with a 3% discount, within 30 days with a 2% discount or within 60 days net. The discount period runs from the date on which both an invoice with the correct prices and calculations has been issued and the goods have been delivered or the services provided to us. If these conditions are not respected, LINK GmbH shall not be liable for any resulting delays in processing. The payment shall be subject to audit.

§ 5.5 The Supplier shall bear the risks until the goods are accepted by us or our agent, at the place, specified in the order, where the goods are to be delivered.

§ 5.6 If LINK GmbH makes goods available to the Supplier for assembly or testing or for the commissioning of assembled goods and/or LINK GmbH entrusts the Supplier with supervising the assembly of such goods, the Supplier shall be liable for the risks arising from the time of LINK GmbH's provision of such goods until their acceptance by LINK GmbH.

§ 6. Offsetting/assignment

§ 6.1 The Contractor shall only be entitled to offset undisputed or legally established claims. If any payments are made by the customer before delivery, ownership passes to LINK GmbH at the time of payment, in proportion to value.

§ 6.2 The Supplier shall not, in whole or in part, assign its rights and obligations under this Agreement to any third party without the prior written consent of LINK GmbH. All the Supplier's contractual obligations shall remain unaffected by such consent.

§ 7. Warranty

§ 7.1 In the absence of any other agreement, the limitation period for warranty claims is 36 months from transfer of risk. The Contractor shall indemnify LINK GmbH, on first demand, from all claims by third parties that are raised in respect of defects, breach of third party rights or product damage relating to the goods delivered, based on its share in their causation. The Supplier is obliged to maintain product liability insurance to a sufficient extent.

§ 7.2 In the event of defective delivery, the Contractor shall, at the option of LINK GmbH, provide a free replacement, offer a discount in respect of the reduction in value in accordance with the legal provisions or remedy the defect without charge.

§ 7.3 In urgent cases, LINK GmbH shall have the right - after consultation with the Contractor - to remedy the deficiencies itself or through a third party or otherwise procure a replacement, at the expense of the Contractor. The same applies if the Contractor falls behind in fulfilling its warranty obligations. If it is determined that the maximum allowable defect rate has been exceeded according to the statistical test method specified in the order, then

LINK GmbH is entitled to reject the complete order or, after prior consultation with the Contractor, to inspect the entire delivery at the Contractor's expense.

§ 7.4 The Contractor shall be liable for replacements and repair work to the same extent as for the original delivery item, including transport, travel and labour costs, without limitation. The warranty period for replacement deliveries begins on the date of receipt of the replacement.

§ 7.5 The Contractor is obliged to reimburse reasonable expenses for a recall under product liability law. A message for comment is to be sent by the LINK GmbH to the Contractor as quickly as possible beforehand.

§ 8. Confidentiality

§ 8.1 The Contractor has a duty of confidentiality in respect of all LINK GmbH internal matters in the broadest sense, including information on testing, production, programming, drawings, plans, designs, prototypes, models, or the provision of other services that become known to the Supplier during the course of fulfilling the Contract. The Supplier is not entitled to disclose the existence of a contract to third parties, in brochures, advertisements or otherwise in media or in writing etc., without the prior written consent of LINK GmbH.

§ 8.2 For each culpable breach of the non-disclosure agreement in accordance with § 8, the supplier agrees to pay a contractual penalty, constituting the minimum amount of damage to the LINK GmbH. The amount is to be determined by the LINK GmbH at its reasonable discretion. Furthermore article 1 § 343 of the German Civil Code (BGB) applies; whereas §348 of the German Commercial Code (HGB) is waived. The assertion of further damage is not ruled out.

9. Information and Data

§ 9.1 Drawings, designs, samples, production regulations, internal data, tools, moulds, equipment, etc. that LINK GmbH provided to the Contractor, when making an offer for or carrying out an order, shall remain the property of LINK GmbH. They may not be used for other purposes, duplicated or made accessible to third parties and shall be kept safe with normal commercial prudence.

§ 9.2 Means of production (programming, tools, moulds, drawings, plans, designs, prototypes, models, lessons, working papers, and the like) supplied by LINK GmbH or produced for LINK GmbH may only be used for preparing proposals for and executing our orders. They may not be made accessible to any third party without the written consent of LINK GmbH and are to be kept in a proper condition, free of charge, until further notice, but not later than 3 years from their use, and then returned to us. They are to be insured against destruction or loss by the Supplier. Their usability and value is to be secured by proper maintenance, as far as possible.

10. Industrial Property Rights of Third Parties

§ 10.1 The Contractor warrants that the intended use of the goods purchased does not conflict with the rights of third parties, in particular that the industrial property rights of third parties are not violated.

If a claim is nevertheless made against LINK GmbH regarding a possible violation of third-party rights, such as copyrights, patents and other intellectual property rights, the Contractor is to indemnify LINK GmbH against this and hold it harmless against any payments required in that connection.

11. Export control law

§ 11.1 The Supplier is responsible for meeting all applicable requirements of national and international export, customs and foreign trade legislation for all goods to be supplied and services to be provided. Any transfer or export licenses that are required shall be obtained by the Supplier, unless it is not the Supplier but LINK GmbH or a third party that is required to apply for these permits under the applicable foreign trade law.

§ 11.2 The Supplier shall, as soon as possible but no later than 10 days before the delivery date, provide in writing to LINK GmbH all the information and data that is required by LINK GmbH in order to comply with the foreign trade law applying to imports and, in the case of redistribution, to the re-export of goods and services.

12. REACH, CLP, RoHS, Conflict Minerals

§12.1 Moreover, the Supplier shall ensure on its own responsibility that the goods comply with the provisions of Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") as currently amended. In particular, the substances contained in the goods shall be pre-registered or registered, respectively, as required under REACH. The Supplier shall provide the LINK GmbH with safety data sheets and further information in accordance with REACH without solicitation. In particular restrictions and/or prohibitions of substances respectively applications and possible concentrations of substances of the candidate list (SVHC) shall be notified to LINK GmbH.

§12.2 Chemical substances shall be classified, labelled and packed according to Regulation (EG) No. 1272/2008 ("CLP-regulation").

§12.3 Moreover, the Supplier shall ensure on its own responsibility that the goods it is to supply or any part thereof fully comply with the requirements of the RoHS Directive 2011/65/EU ("RoHS") as currently amended, and the national legislation implementing this Directive within the European Union, and are suitable for RoHS-compliant manufacturing processes.

§12.4 Supplier confirms that he is not supplying materials or products that contain Tin, Tantalum, Gold or Tungsten (Conflict Minerals) that are sourced of the Democratic Republic of Congo (DRC) and its adjoining countries in mines of conflict.

13. Data Protection

§ 13.1 The Contractor declares its irrevocable agreement that any communicated personal data will be handled or processed in connection with the contract and in compliance with the legal provisions.

14. Severance Clause

§ 14.1 The invalidity of individual provisions shall not affect the validity of the remaining provisions. If any provision is or becomes invalid, it is to be replaced by a commercially equivalent rule.

Changes or additions to these Conditions of Purchase must be made in writing. Verbal agreements are only valid if confirmed in writing.

15. Jurisdiction and Applicable Law

§ 15.1 If the Supplier is a registered trader, the place of jurisdiction, at the choice of LINK GmbH, is the place from which the order was issued. The Contract shall be governed by the laws of the Federal Republic of Germany, without giving effect to the principles of conflict of laws. The application of the Hague Convention on the Law Applicable to International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods (CISG) or other conventions on the law governing the sale of goods is excluded.