Sec. 1 Area of Application
1. All contracts of purchase apply to all business transactions between SensyMIC and the companies associated to it, in particular within the meaning of the German Civil Code (BGB), as well as the Supplier, even if they are not mentioned in later contracts. They are thus valid for goods and services provided. In the case of goods supplied, assumption of delivered goods will be taken as acceptance, and in the case of services, acceptance will be without reservation.
2. Conditions contrary to these conditions of purchase, additional conditions or conditions which differ from these conditions of purchase may not become a subject of this contract, unless SensyMIC has explicitly approved of their validity in writing. These conditions of purchase also apply should SensyMIC accept a delivery from the supplier without reservation, although SensyMIC is aware of the supplier’s conditions to the contrary or differing conditions.
3. Additional agreements or agreements differing from these conditions of purchase, which are stipulated between SensyMIC and the supplier for the execution of a contract, are to be stipulated in writing in the contract. This also applies to the waiving of this requirement by a written form.
4. Any rights which SensyMIC is entitled to under legal provisions and which go beyond these conditions of purchase remain unaffected.

Sec. 2 Conclusion of the Contract and Alterations of the Contract
1. An order is only binding if it has been placed by SensyMIC in writing or should the orders be placed orally, by telephone, or with the help of any other communication devices, the order must be confirmed in a proper manner. An order which has been created by automatic facilities, on which the signature and name are missing, is regarded as written. SensyMIC’s non-communication concerning offers, requests or other declarations of the supplier is only regarded as an approval if it is explicitly stated in the order.
2. Before the conclusion of the contract, the supplier must inform SensyMIC in writing whether the ordered goods are subject to any export controls or other limitations of marketability pursuant to applicable regulations in the country of the respective delivery address. Otherwise, SensyMIC is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by SensyMIC.
3. SensyMIC is entitled to variations of the order. If SensyMIC has concluded a framework contract on future supplies with the supplier, an order placed by SensyMIC must be binding if the supplier does not oppose this within three working days after receipt of the order.
4. SensyMIC is entitled to variations to the originally stipulated specification become necessary or appropriate in the course of the execution of a contract, the supplier must inform SensyMIC immediately and submit modification proposals. SensyMIC will inform the supplier, if and which modifications are to be carried out or to which order quantities or other conditions the costs arising for the supplier due to the execution of the contract be changed due to these alterations, both SensyMIC and the supplier are entitled to demand a respective adaptation of the prices stipulated.
5. Confirmation notes, dispatch notes, bills of lading, bills of delivery, invoices and other letters issued by the supplier must in particular include the SensyMIC part number, order number, order date, order date, supplier number and order date.

Sec. 3 Delivery
1. The supplier must observe SensyMIC’s requirements regarding the dispatch of the goods, in particular SensyMIC’s recommendation to use environmentally compliant, recyclable packaging materials. The delivery must be made in a way that transport damage is avoided. Packing materials are to be used only to the extent to which it is necessary. Only environmentally-friendly, recyclable packing materials must be used. At the end of each calendar quarter, the supplier must pay a lump sum equivalent to 0.3% of the net order value covering a quarter of the calendar year in return for the disposal costs occurring. The usage of returnable packing is only permissible after prior written approval of SensyMIC.
2. SensyMIC is to be immediately informed about the dispatch of the goods and the delivery address, as well as the date and time of delivery. The delivery deadlines start on the day of the order. The goods must be received at the delivery address stated by SensyMIC within the time limits mentioned in the delivery date stipulated. If the supplier becomes aware of the fact that the time of delivery has expired, the supplier must inform SensyMIC immediately and in writing by indicating the reasons and the estimated duration of the delay. In case of a delay in delivery, SensyMIC is entitled to withdraw from the contract regardless of negligence on part of the supplier. In case of a delayed delivery on part of the supplier, SensyMIC is entitled to demand a contractual penalty of 5% of the net order value for each week of delay or parts thereof, however not exceeding 5% of the delivery price. The supplier has the burden of proof. SensyMIC is obligated to claim the contractual penalty at the same time of the final invoice, at the latest. Any further claims by SensyMIC remain unaffected. The delivery claim of SensyMIC will only be excluded when the supplier pays compensation instead of delivery on request of SensyMIC. The acceptance of the delayed delivery does not constitute a waiver of claims for compensation.
3. Before the delivery date stipulated is only permissible after prior written approval of SensyMIC. SensyMIC is entitled to return the goods delivered earlier at the supplier’s expense or to put them in storage at the supplier’s expense.

Sec. 4 Passing of Risk, Acquisition of Ownership and Disposal
1. The buyer bears the risk of accidental loss or accidental deterioration of the goods until their acceptance by SensyMIC. If the buyer is the manufacturer of electrical and electronic equipment to which articles of radioactive materials are attached or if the goods are intended to be used in the production of electrical and electronic equipment to which articles of radioactive materials are attached or if the goods are intended to be used, the buyer bears the risk of any damage caused by the delivery of the goods as from the time when the buyer is given notice of the delivery of the goods.
2. The goods will pass into the ownership of SensyMIC directly and free from encumbrances on the day of the delivery of the goods.
3. Any loss of or damage to the goods, which arise after the passing of the risk, are the responsibility of the buyer. However, the supplier is required to pay a contractual penalty in case the goods are lost or damaged.

Sec.5 Environmental Guidelines
1. The supplier guarantees that the relevant environmental guidelines, regulations and standards are adhered to in the manufacture, transportation, operation and recycling of the goods, including the SensyMIC environmental guidelines. By means of adequate information and training the supplier ensures that employees and contractors also adhere to these guidelines.
2. The supplier is obliged to establish, conduct and maintain a suitable environmental management system corresponding to DIN ISO 14001 Standards. If a certification exists, this certification is to be forwarded to SensyMIC on a regular basis and without prompting. The supplier hereby agrees to allow SensyMIC to inspect the goods regularly in writing on his corporate environmental protection measures.
3. The supplier is obliged to use environmentally compliant materials and manufacturing processes in the production of the goods. In such instances the supplier has to esti

Sec. 6 Child Labour
1. SensyMIC confirms that locally existing directives on the prohibition of child labour are adhered to in the production of the goods supplied to SensyMIC. Should such legal directives not exist in SensyMIC’s country, children under the age of 14 years are not allowed to be employed for production purposes. The minimum age for employment is consequently 14 years.
2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

Sec.7 Prices and Payment
1. The price stated in the order is binding. Unless otherwise stipulated, the price includes sales tax and no other charges. The delivery charges are borne by SensyMIC, it applies only to the costs of the amount of the cheapest type of dispatch, even if a quicker transport type was ordered. Only packing are included if specified. All deliveries must include a bill of delivery.
2. Transport charges and insurance costs are binding. The delivery deadlines start on the day of the order. The goods due to the inability to process them. Invoice duplicates and proof of payment are due within 30 days from the date of invoice.
3. After the acceptance of the goods and the receipt of the full amount due on the invoice, the delay in cooperation with the right to a deduction of a 2% discount. Payment is provided under the regulations with the condition of payment. SensyMIC is entitled to retain or charge back payment until the proper fulfillment without the loss of discounts, cash discounts or similar price reductions. The payment term starts after the complete correction of the deficiencies. In case of an early delivery of the goods, the payment term only starts on the day of delivery which has been stipulated. Insofar as the supplier has to provide any technical certificates, inspection certificates, acceptance certificates, first sample test reports, quality inspection reports, certifications, or other documents, the acceptance of the associated goods can be delayed temporarily. As well, in case of a default in payment, the supplier can demand default interest to the amount of 2% above the respective base rate. If the supplier is unable to immediately withdraw, the supplier’s entitled to receive a lower amount. The supplier is entitled to withdraw from the contract after an appropriate period of grace under the payment deadline has expired and following due warning given to SensyMIC.
4. Payments are only made to the supplier. Counterclaims of the supplier only entitle the supplier for setoff if they have become payable against the customer of the supplier. The supplier can only assert a right of retention if its counterclaim is based on the same contractual relationship.

Sec. 8 Hazardous substances and conflict minerals
1. The supplier has to inform SensyMIC in writing of the delivery of goods, in particular accordingly pack and label the goods affected and explicitly indicate if the goods are subject to regulations. The regulations concerning the Restriction of the Use of Hazardous Substances in electrical and electronic equipment (RoHS) and 2012/19/EU concerning Waste from Electric and Electrical Equipment (WEEE) as well as the requirements of the applicable national implementations, especially of the Electrical and Electronic Equipment Act (ElektroG) and the regulations on the restriction of the use of hazardous substances in electrical and electronic equipment (ElektroStoffV).
2. Without having been asked, the supplier must comply with the obligation from Article 33 of the REACH regulation (EEC No. 1907/2006) for the delivery of goods.
3. The supplier warrants that it will not use any conflict minerals in the manufacture of manufacturing processes, machines or vendor parts for products and services and further that it will make all reasonable efforts to ensure that conflict minerals incorporated in the supplier’s products do not contain such conflict minerals.
4. In case of a violation of such obligations as mentioned under section 1 and 2 of this regulation, SensyMIC is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by SensyMIC.

Sec. 9 Warranties and Warranty Claims
1. The supplier guarantees that the product supplied is developed according to the state-of-the-art science and technology and complies with the relevant legal requirements as well as the guidelines and directives of authorities, professional organizations and associations. In the event of an incorrect information in formal way about any concerns which the supplier may have regarding the version of order required by SensyMIC, the supplier must inform SensyMIC in writing regarding the improvements and of improvements of the goods and production processes.
2. The supplier has to inform SensyMIC immediately and in writing if an environmental accident or other incident occurs. For such instances the supplier has to establish alarm and countermeasures plans and to keep the authorities, to update these regularly and to provide SensyMIC with same at any time upon request.

Sec.6 Child Labour
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2. The supplier must take note that this confirmation applies to the entire production process including all pre-stages and intermediate products and also includes subcontractors and suppliers.

Sec.7 Prices and Payment
1. The price stated in the order is binding. Unless otherwise stipulated, the price includes sales tax and no other charges. The delivery charges are borne by SensyMIC, it applies only to the costs of the amount of the cheapest type of dispatch, even if a quicker transport type was ordered. Only packing are included if specified. All deliveries must include a bill of delivery.
2. The supplier is entitled to withdraw from the contract without prior setting of a time limit and regardless of negligence on part of the supplier. This shall not affect any further claims by SensyMIC.
3. SensyMIC from any claims of third parties against SensyMIC or its customers which can be asserted in case of violation of this guarantee.
4. The supplier has to inform SensyMIC about any changes regarding the manufacturing processes, machines or vendor parts for products and services, and relocation of manufacturing facilities in writing and without delay.
5. The supplier must provide the goods included within the scope of the Electronics Act, SensyMIC will assume no obligations arising from their use. The supplier is entitled to withdraw the goods if the electronic devices in the sense of the Electronics Act, or is deemed the manufacturer as the distributor of such devices in
1. The supplier is obligated to exempt SensyMIC from national and international product liability claims of third parties, to the extent that the supplier is responsible for the product defect and the product has been delivered to SensyMIC. Otherwise the supplier is liable for the resulting liability. Further claims by SensyMIC remain unaffected.

2. Within the warranty period, the supplier must in particular refund SensyMIC such charges which result from or in connection with a warning action, replacement or rectification works to SensyMIC, if the supplier knows or has been informed about the content and extent of the measures to be taken. If such objects are processed with other objects, the supplier will give the supplier the opportunity to comment. The supplier will support SensyMIC in the measures to be performed to the extent of the measure resulting from the supplier's wrong action or its failure to supply. The supplier assigns all rights to indemnification for such damages from this insurance coverage in advance. SensyMIC hereby waives the assignments. Insofar as an assignment should not be permissible according to law, the supplier hereby innovocates the insurance company to make any payments to SensyMIC only. This will not affect any further claims by SensyMIC.

Sec. 11 Third-party Property Rights
1. The supplier guarantees that the delivery and usage of the goods does not infringe any third-party property rights or copyrights of third parties.

2. If the contractual products are claimed against due to delivery and usage of the goods by a third party due to a violation of such rights, the supplier is obligated to exempt SensyMIC from claims. If the supplier cannot prevent violation to all charges which arise for SensyMIC in connection with the claim, the supplier will indemnify SensyMIC for the usage of the goods from the third party's supplier.

Sec. 12 Acts of God
1. SensyMIC is hindered in the fulfillment of its contractual obligations, in particular in the acceptance of the goods, by Acts of God, SensyMIC will be exempted from liability for the duration of the hindrance as well as an appropriate starting time without being obligated to pay compensation to the supplier. The same applies, if the supplier acts temporarily or permanently, which is impossible for SensyMIC to fulfill its obligations due to unpredictable circumstances or circumstances for which SensyMIC cannot be held responsible. If Acts of God lead to industrial disputes, official measures, energy shortage or substantial business disruption, SensyMIC can refuse the acceptance of the goods, if such circumstances hinder the sale of the goods as a result of a decreased demand.

2. The supplier is not entitled to withdraw from the contract if such a hindrance continues for more than four months and if, as a result of the hindrance, the fulfillment of the contract is no longer in SensyMIC's interests. If the request to withdraw is rejected, the supplier will declare whether it will take advantage of its right of withdrawal after four more months or if it will accept the goods within an appropriate deadline.

Sec. 13 Provision of Objects and Production of Tools
1. SensyMIC is entitled to use the supplier's models, drawings, layouts, tools, software and other objects which are left with the supplier for the production of the goods ordered or for other reasons. SensyMIC acquires ownership of the tools produced by the supplier for SensyMIC on the day of their construction. Insofar as the tools are paid by SensyMIC in several instalments, SensyMIC acquires the co-ownership of the tools at a rate in the amount of the payments already made as compared to the value of the tools. SensyMIC leaves the tools with the supplier for the production of the goods ordered.

2. Insofar as objects are used exclusively for the production of the goods ordered from SensyMIC or according to other instructions stated by SensyMIC, such objects must not be made available to third parties. The supplier is not entitled to make copies, reproductions or other duplications of the objects. However, SensyMIC is entitled to remove the objects immediately without further request and at its own expense, provided that its provision is no longer required.

3. If the contract clause is carried out by the supplier, SensyMIC is entitled to remove objects which are being processed or processed with other objects. SensyMIC will also gain co-ownership of the new item at the rate of the value of the object of SensyMIC's property, as compared to the other processed objects at the time of processing. In the event that the objects are combined or mixed in such a manner that SensyMIC loses its ownership, the supplier will assign ownership to the new item proportionately to the value of the object of SensyMIC's property, as compared to the other processed objects at the time of processing, and will keep the new items for SensyMIC.

4. The supplier is obligated to treat the objects provided with care and to store them. The supplier must take out a replacement value insurance covering the remnants from the time of delivery, fire, water and theft at its own expense. The supplier will transfer all claims for compensation resulting from loss or damage from the start of this insurance. SensyMIC hereby accepts this transfer. Insofar as an assignment should not be permissible according to the insurance contract, the supplier hereby

irrevocably instructs the insurance company to make any payments to SensyMIC only. This will not affect any further claims by SensyMIC. The supplier is obligated to carry out the required maintenance and repair work by itself or by a service provider. The supplier is obligated to service and repair the measures of the objects provided in due time and with the necessary care, to carry out any necessary or appropriate maintenance and repair work to prevent any decrease in value or damage to SensyMIC immediately and in writing.

5. Goods which are entirely or partly produced by the supplier in accordance with the order are subject to the usage of the objects left by SensyMIC must only be used by SensyMIC, the supplier, or its customers of genuine use and transferred to other parties available to third parties by the supplier after prior written approval by SensyMIC. The same applies to goods which SensyMIC has not accepted due to a breach of warranty. In case of a breach of warranty, the supplier must pay a contractual penalty to the amount of 25% each to SensyMIC. Further claims by SensyMIC remain unaffected.

Sec. 14 Confidentiality
The supplier and SensyMIC are mutually obligated for an unlimited period to keep all information about SensyMIC confidential to which the supplier gains access and which is regarded as confidential or under such circumstances is recognisable as business or company secret. They will neither record it nor forward or use it, unless required for the supply of SensyMIC. By means of appropriate contractual agreements with its employees and representatives, the supplier and SensyMIC will ensure that these people will also refrain from any self-use, disclosure, representation, recording of such business and company secrets for an unlimited period of time.

Sec. 15 Liability
SensyMIC is liable, without limitation, to pay compensation resulting from its own or due to its agents. The same applies to deliberate and gross negligence. For slight negligence, SensyMIC is only liable if substantial obligations are violated. In this case, SensyMIC's liability is limited to special importance for fulfilling the purpose of the contract. In case of product liability, SensyMIC's liability is limited to special importance for fulfilling the purpose of the contract. If SensyMIC’s liability is restricted to such damage occurring within the scope of the Contract. A compulsory legal liability for product defects remains unaffected.

Sec. 16 Safety in the Supply Chain
The supplier assures that he is either an Authorised Economic Operator AEO-F or AEO-S, or that he meets the following requirements for safety in the supply chain: goods which are manufactured, stored, transported, supplied to, or are received by suppliers and contractors are de...