1. GENERAL TERMS AND CONDITIONS - SCOPE
1.1これらに関する事項については、取引先が「条件」内容において適用不可である場合を除き、SUPPLIERがこれを満たせない場合、20日以内に新たな年度内に相談の手続きを開始することを含む。ただし、これらの規定は、SUPPLIERがこれを承認しない場合、または協定の作成に際してSUPPLIERがこれを公表していない場合を除き、適用不可であることを明示的に通知するものではありません。したがって、これらの規定は、SUPPLIERがこれを満たせない場合、20日以内に新たな年度内に相談の手続きを開始することを含む。ただし、これらの規定は、 SUPPLIERがこれを承認しない場合、または協定の作成に際してSUPPLIERがこれを公表していない場合を除き、適用不可であることを明示的に通知するものではありません。したがって、these provisions do not become applicable unless SUPPLIER expressly excludes them in the context of the contract.

2. PRICE AND TERMS OF PAYMENT
2.1 The purchase price includes the costs of materials, labor, and subcontractors, and any applicable taxes. Any change in these costs shall be reflected in the purchase price. Any change in the purchase price shall be communicated to the SUPPLIER immediately.

3. DELIVERY
3.1 The SUPPLIER shall deliver goods to the address specified in the purchase order. Any delivery outside the specified address shall result in additional costs.

4. ACCEPTANCE AND INSPECTION
4.1 Upon delivery, the SUPPLIER shall provide a delivery note indicating date of issue and shipment. The SUPPLIER shall inform the PARAT of the delivery date and time in advance. The receipt of the goods and the shipping documents at PARAT or at the receiving place designated by PARAT in case of delivery to a third party shall be evidence of delivery.

5. LIMITATION PERIOD
5.1 In case of defects, the limitation period shall begin upon notification of the defect. If a defect is not notified within 12 months after delivery, it shall be deemed to have been waived.

6. LIABILITY FOR DEFECTS / CLAIMS FOR DAMAGES
6.1 SUPPLIER shall be liable for defects to the extent permitted by law. Claims for defects shall be subject to any insurance or other legal claims for compensation due to liability for defects remain unaffected. The costs spent by SUPPLIER for the purpose of testing and rectification or an appropriate advance payment from the SUPPLIER.

7. CLAIMS FOR DEFECTS
7.1 If SUPPLIER fails to comply with its obligation to render supplementary performance (rectification of defects) or to replace or repair the defective goods, PARAT may be entitled to have such performance rendered by a third party at the expense of SUPPLIER.

8. LIABILITY FOR LOSS AND/or DAMAGE
8.1 Liability for loss and/or damage shall be limited to the purchase price of the goods. In case of loss and/or damage caused by the SUPPLIER's negligence or intentional misconduct, SUPPLIER shall be liable for all damages incurred.

9. CONTRACT AMENDMENTS
9.1 Amendments to these Conditions of Purchase shall only become part of the contract if and to the extent that SUPPLIER expressly agrees thereto.

10. RELEASE FROM LIABILITY
10.1 In case of defective deliveries, SUPPLIER shall be released from its liability for damages in case of particular urgency.

11. FORCE MAJEURE
11.1 Force majeure, such as strikes, lockouts or other events beyond one's control, shall be excluded from liability.
11. EXECUTION OF WORK
Personal employees of the Supplier who carry out work on factory premises of PARAT or on the third-party’s premises designated by PARAT in fulfillment of the contract, must abide legal, regulatory and operational regulations as well as safety regulations of PARAT or of the designated third party. SUPPLIER undertakes to submit to PARAT all documents for the work to be carried out to PARAT on request.

12. COMMISSION ORDER / SUBCONTRACTING
As far as Supplier carries out any subcontract orders for PARAT, the Supplier has to check in any case the following points:
1. The subcontractor must fulfill the same requirements as PARAT.
2. PARAT is informed in writing if delivered products contain substances that are listed in the BGB for environmental protection. PARAT is entitled to demand proof of the existence of such a legal regulation from the supplier.
3. The Supplier guarantees the right to use and offers the SUBRUIN to such authorities the right to use if any existing third party claims to own the delivered goods in the ordinary course of its business without accepting a prolonged or extended retention of title or any other forms thereof. SUPPLIER is obliged to immediately disclose to PARAT any third party rights to the delivery item (including any legally applicable third-party claims). Supplier must provide proof of this to PARAT.

13. REGULATION OF TITLE AND FREE ISSUE MATERIAL
13.1 A so-called retention of title of supplied products is required. The Supplier for its performance and services is authorized to retain (§ 442 BGB) up to the amount required to fulfill the Supplier's claims for the remaining delivery of the goods, if and to the extent that the Supplier has not paid for the respective part of the delivery to the Supplier, as long as the Supplier has not paid for the respective part of the delivery to PARAT. Supplier agrees to this. Supplier is entitled to transfer the goods if and to the extent that Supplier has paid for the respective part of the delivery to PARAT.

14. ASSIGNMENT, SET-OFF AND RIGHT OF RETENTION
14.1 Supplier shall assert a contractual claim neither in whole nor in part, in third parties without the prior written consent by PARAT or permit third parties to collect same. If SUPPLIER assigns claims against PARAT without PARAT's consent, PARAT shall be entitled to make payments to SUPPLIER.

14.2 Supplier is entitled to a right of set-off or retention only in the presence of undisputed or legally upheld claims, and a specific right of retention only if it results from the same contractual relationship.

15. SUPPLIER'S REDRESS
15.1 In addition to the warranty claims, PARAT is also entitled without restriction to its statutory duties to rescind the contract. Processing of the delivered goods, making them suitable for the ordinary course of its business, etc. without accepting an extended retention of title or any other forms thereof is prohibited for Supplier. PARAT is entitled to claim damages in case of breach of contract. PARAT has a claim against Supplier for the time value of the entire product, which are in this respect kept for PARAT by the SUPPLIER.

16. PROPERTY RIGHTS OF A THIRD PARTY / PRIOR AND NEW PROPERTY RIGHTS AND KNOW- HOW
16.1 Supplier undertakes to release PARAT from the claims of third parties deriving from any infringement of intellectual property rights of a third party concerning all materials, parts, technical equipment, tools, equipment, models, samples, drawings or other documents as well as PARAT any and all costs and expenses incurred, if SUPPLIER is responsible for the alleged infringement of a third party. If a third party claims to have a valid claim of infringement of the delivery of such materials, a separate written approval by PARAT is required. Supplier releases the claims of third parties against PARAT, for which SUPPLIER is liable, to PARAT as long as the third party has a valid claim.

17. TRANSFER OF USE OF PRODUCTION FACILITIES AND RESOURCES
Any equipment, models, samples, drawing or other documents as well as tools made available to Supplier as result of development or the material provided by PARAT, including data concerning the use of PARAT’s production facilities for the purpose of production in accordance with the requirements of PARAT, are the property of PARAT and shall become a co-owner of the products delivered by PARAT, unless otherwise stipulated in the respective contract. If it concerns the delivery of a machine, the technical documents of the machine are instituted as property of PARAT and Supplier shall in addition note in special records the characteristics required to be kept for fifteen years and presented to PARAT when mounting of the machine.

20. CONFLICT MINERALS / REACH / ROHS
20.1 Supplier shall take all necessary steps to ensure that the first main clause of this section only applies if the goods have been further processed by the purchaser for the purposes of the business relationship, as trade and business secrets and in respect of which that party, and the SUPPLIER is the only party that operates this technology, for which SUPPLIER has not paid for the respective part of the delivery to PARAT and the SUPPLIER is entitled to use this technology, for which SUPPLIER has not paid for the respective part of the delivery to PARAT or to the third party.

26. MISCELLANEOUS PROVISIONS
26.1 Provided that the above form is mandated by these General Terms and Conditions of Purchase, the test form is sufficient, provided that the statement contains a signature in the form of an electronic signature as well as a facsimile. This also applies if the former part is also certified by a reliable means of electronic signature. The parties agree that any required signatures under these General Terms and Conditions of Purchase subject to written form requirement according to the content of this section can be executed in the form of an electronic signature.

26.2 If the Supplier ceases payments or if an application for insolvency is filed on its assets or if any other judicial or extra-judicial composition proceedings are instituted, PARAT shall be entitled to withdraw from the contract or to declare the contract as a whole void. PARAT shall commission its statutory representative to have all means of electronic signature signed for the execution of this section. PARAT has against one of Supplier’s affiliates within the meaning of § 15 of the German Stock Corporation Act ‘AktG’ and, in particular, against the STP and all Affiliates of the German Stock Corporation Act ‘AktG’ have against whomsoever has Supplier a Affiliate, against the STP and all Affiliates of the German Stock Corporation Act ‘AktG’.

26.3 Should any of the aforementioned provisions in this contract or in any other agreement concluded between the parties conflict with the provisions of this section, then the provisions of this section shall take precedence over the remaining provisions. The contractual parties are obliged to repeal the invalid provision by a provision as valid as possible in its essential form.